

**EXIM**
ایکسپورٹ-امپورٹ بینک آف پاکستان
Export - Import Bank of Pakistan**SUPPLY, INSTALLATION, TESTING, AND
COMMISSIONING OF NETWORK
EQUIPMENT/ DR SITE
EXIM/PROC/IT-07/2023**

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 from reputable companies/ firms duly registered with tax and other relevant authorities, for supply, installation, testing, and commissioning of network equipment/ DR site.

- 1.** Bidders shall be registered with FBR for the Sales and Income Tax & and must be in an Active Taxpayer list (verifiable through ATL).
- 2.** Bidding 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 & P.P.R.A.'s websites. Prospective bidders may request clarification on any aspect of the bidding documents 'till **18th Sep 2023**.
- 3.** Bids, prepared in accordance with the instructions provided in the bidding documents, must reach the undersigned at the mentioned address, on or before **28th Sep 2023, at 11:00 A.M.** Bids will be opened on the same day at **11:30 A.M.** In case the day of bid submission and bid opening falls on a public holiday, the next working day shall be considered as the deadline for the same. This notice is also available on EXIM BANK & P.P.R.A.'s websites: www.eximbank.gov.pk & www.ppra.org.pk.

HEAD OF PROCUREMENT**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 Documents

**SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF NETWORK
EQUIPMENT/ DR SITE**



Ref No. EXIM/PROC/IT-07/2023

Bid Submission: 28th Sep 2023, at 11:00 A.M.

Bid Opening: 28th Sep 2023, at 11:30 A.M.

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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, 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) Bidders who receive the bidding documents shall send an acknowledgement to EXIM BANK by email at “procurement@eximbank.gov.pk”. The acknowledgment shall have the full contact details of its contact person. 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 electronic mail to any request for clarifications/ pre-bid meeting minutes. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing the details of the bidders. An SMS/text message or phone call will not be regarded as communication for the purpose of this bidding document and cannot be referred 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) Specifications and Bill of Quantities for the subject tender is provided at **Annexure-I**.
- 5) For this Tender, Single Stage – One Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their bids in a single package. The bids shall be properly sealed, packed, and marked so that the contents are concealed and not visible. The envelope shall be clearly marked as “**Bid for supply, installation, testing, and commissioning of network equipment/ DR site (Ref No. EXIM/PROC/IT-07/2023)**” in bold and legible letters. The envelope shall be labelled with the name, address and contact number of the bidder.
- 6) The bidders will submit their bids in one (01) original along with one soft copy on USB drive, in PDF as well as native MS Word/Excel formats. All the pages of the bid must be sequentially numbered. Form of Bid and Price Schedule must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (Annexure-III). All other pages of the bid must be stamped and initialed by the representative authorized as per clause 6 of the Form of Bid.
- 7) Bidders shall submit a Bid Securing Declaration as per format provided at **Annex-VI**.

No bid shall be entertained without the Bid Securing Declaration.

- 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, amounting to ten percent (10%) of the total contract amount, in form of a Bank Guarantee or Pay Order 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.

- 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, 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;
 - 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 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) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**.
- 18) Bidders are required to submit 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.
- 19) 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.
- 20) Any bid received by EXIM BANK after the deadline for submission of bids shall be returned unopened to such bidder. Delays in the mail/courier, delays of a person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger, or by mail/courier.
- 21) 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.

22) Bids submitted via email or fax shall not be entertained.

23) 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.

24) 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.

25) 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.

26) 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.

27) EXIM BANK reserves the right to blacklist any bidder who breaches any terms and conditions of this bidding document.

28) The prospective bidders may request clarification on any aspect of this bidding document till **18th Sep 2023 by 05:00 PM**. Any request for clarification must be sent in writing to procurement@eximbank.gov.pk.

ANNEXURE-I: BILL OF QUANTITIES AND SPECIFICATIONS

1. Firewall (Quantity = 1) - Internationally recognized brands only.

Sr. #	Description	Compliance (Yes / No)
a.	The proposed product shall support robust GUI configurations of both IPv4 and IPv6 firewall policies.	
b.	The proposed products should have onboard SSD internal storage for storage of logs, event etc.	
c.	The proposed product must be based on hardware architecture for Security features inspection (NG Firewalling, SSL/TLS inspection, IPS, Antimalware etc.) in the hardware.	
d.	The proposed product must be recognized as a Leader in the latest Gartner Magic Quadrant for Enterprise Network Firewalls.	
e.	The proposed system shall minimally provide management access through: GUI using HTTP or HTTPs access CLI console using console port, SSHv2, telnet or from GUI console	
f.	The administrator authentication shall be facilitated by a local database, PKI & remote services such as Radius, LDAP and TACACS+.	
g.	The proposed product should be able to facilitate administration audits by logging detailed activities to event log - management access and configuration changes.	
h.	The proposed product shall have the ability to interconnect discrete security solutions into an integrated whole to detect, monitor, block, and remediate attacks across the entire attack surface.	
i.	Administrators shall be able to configure both IPv4 and IPv6 DHCP service on an interface of the proposed product.	
j.	Administrators shall be able to configure multiple loopback interfaces on the proposed product.	
k.	Administrators shall be able to group interfaces, both physical and virtual, into zones that simplifies the creation of security policies.	
l.	The proposed product shall support static routing and policy-based routing	
m.	The proposed product shall support Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) for both IPv4 and IPv6.	

n.	The proposed product must support active-passive (failover HA), active-active (load balancing HA) and Clustering.	
o.	The proposed product shall support the upgrade of the firmware without interrupting communication through the cluster	
p.	The proposed product shall support various QoS (quality of service) techniques, including: Traffic policing, Traffic shaping and Queuing	
q.	The proposed product shall support clientless and client-based SSL Remote Access VPNs.	
r.	The proposed product shall support IPsec based Remote Access VPNs.	
s.	The proposed product shall support both Route based and policy-based site to site IPsec VPNs.	
t.	The proposed product shall provide Secure sockets layer (SSL) content scanning and inspection abilities that allow organizations to apply antivirus scanning, application control, web/URL filtering, and IPS inspection to encrypted traffic	
u.	The proposed product shall provide the ability to exempt web sites from SSL scanning by site reputation, address, category, or using a whitelist.	
v.	The proposed product shall support file sanitization feature where exploitable content (within PDF and Microsoft Office files) can be removed and replaced with content that is known to be safe	
w.	The proposed product shall support Advanced Malware Protection for proactive detection and prevention against known and unknown threats.	
x.	The proposed product shall provide ability to allow/monitor, block and quarantine attachments or downloads after malware detection using various technologies: Malware signature database External file analysis with integration with on-prem or cloud-based sandbox service. File checksums query using cloud-based malware database.	
y.	The proposed product shall be capable of blocking Botnet server communications.	
z.	The proposed product shall also be able to block graywares and mobile malwares.	
aa.	The proposed product shall support category based dynamic web filtering by querying real-time cloud-based categorization database.	

bb.	The proposed product shall provide ability to use local categories (that override the cloud-based database rating) and remote categories (external URL list) as part of the URL rating function.	
cc.	The proposed product shall detect over 4,000+ applications for Application visibility and Control.	
dd.	The proposed product shall support custom application detection and control.	
ee.	The proposed product's IPS engine shall offer: Signature based detection using real time updated database Anomaly based detection that is based on thresholds	
ff.	The proposed product's IPS database shall have over 10,000+ up-to-date signatures and should support custom IPS signatures. A signature can be selected by searching for its corresponding CVE-ID (if applicable).	
gg.	The proposed product shall provide the ability to apply DNS category filtering to control user access to web resources.	
hh.	The proposed product shall allow administrator to prevent sensitive data from leaving the network. Administrator shall be able to define sensitive data patterns, and data matching these patterns that will be blocked and/or logged when passing through the unit.	
ii.	The proposed product shall support virtual firewalls that divide the Firewall into two or more virtual units that function independently.	
jj.	The proposed system shall provide explicit web proxy capabilities for proxying IPv4 and IPv6 HTTP and HTTPS traffic. Security components such as AV scanning, web filtering, IPS, application control, DLP and SSL/SSH inspection can be applied to proxied traffic within the system itself.	
kk.	The proposed product shall allow configuration of virtual systems resource limiting and management.	
ll.	The proposed product shall support Virtual routing and forwarding (VRF).	
mm.	The proposed product shall support various logging facilities: Local memory Local Storage Multiple concurrent syslog servers.	
nn.	Remote VPN should be part of the solution – At least 50 users	
oo.	Proposed firewall should be SDWAN enabled	

pp.	Performance Firewall throughput – 25 Gbps IPS throughput – 4.5 Gbps NGFW throughput – 3.4 Gbps Threat Protection throughput – 2.8 Gbps SSL/TLS inspection throughput – 4 Gbps App Control throughput – 12 Gbps Concurrent TCP sessions – 2.8 million New TCP sessions/sec – 260,000/sec Virtual Firewall - Minimum 6	
qq.	Connectivity: SFP+ 10GE ports along with SFP module= 4 SFP GE ports = 4 RJ45 GE ports = 12 RJ45 GE Management Port = 1 SFP GE HA ports = 1	
rr.	Power & Dimension: Rack Mount kit Dual Power Supply with AC Power	
ss.	Deployment and configuration with Three Year Support & Warranty (OEM & Local Partner)	
tt.	SDWAN licenses should be part of the proposals.	

* We have obtained a FortiGate firewall for our primary site and are now in the process of acquiring a firewall for our disaster recovery (DR) site. It's of utmost importance that the firewall we select for the DR site belongs to the same brand. This is necessary to ensure seamless SDWAN connectivity between the two sites.

2. Network Switch (Quantity = 1) - Internationally recognized brands only.

Sr.	Description	Compliance (Yes / No)
a.	The proposed solution must have 24 Port 10/100/1000BaseT	
b.	The proposed solution must have 4 * Port 10G SFP+ uplink ports	
c.	The proposed solution must have 4 * fiber patch chord (3 meters)	
d.	The proposed solution must have 4 * 10Gig SFP+ transceivers	
e.	The proposed solution must support POE+	
f.	The proposed solution must support Layer 2 and Layer 3 features	
g.	The proposed solution must support standard CLI and web GUI interface	
h.	The proposed solution must support Syslog UDP/TCP	
i.	The proposed solution must support POE control modes	
j.	The proposed solution must support Link Monitor	
k.	The proposed solution must support Jumbo Frames	

l.	The proposed solution must support MDI/MDIX auto-crossover	
m.	The proposed solution must support 802.1D/w/s protocols	
n.	The proposed solution must support IEE 802.3x Flow Control and Back-pressure	
o.	The proposed solution must support MAC, IP, Ether type-based VLANs	
p.	The proposed solution must support storm control	
q.	The proposed solution must support LAG	
r.	The proposed solution must support VLAN Mapping	
s.	The proposed solution must support auto topology	
t.	The proposed solution must support static routing	
u.	The proposed solution must support dynamic routing protocols: OSPFv2, RIPv2, VRRP, BGP	
v.	The proposed solution must support ECMP	
w.	The proposed solution must support multicast protocols: PIM-SSM	
x.	The proposed solution must support bidirectional forwarding detection (BFD)	
y.	The proposed solution must support IP conflict detection	
z.	The proposed solution must support built-in DHCP server	
aa.	The proposed solution must support uRPF	
bb.	The proposed solution must support port mirroring	
cc.	The proposed solution must support IEE 802.1x authentication port based and mac based	
dd.	The proposed solution must support radius accounting	
ee.	The proposed solution must support MAC-IP binding	
ff.	The proposed solution must support ACL's	
gg.	The proposed solution must support DHCP snooping	
hh.	The proposed solution must support dynamic ARP inspection	
ii.	The proposed solution must support Telnet/SSH, HTTP/HTTPS, SNMPv1/v2/v3	
jj.	Power & Dimension: Rack Mount kit Dual Power Supply with AC Power	
kk.	Deployment and configuration with Three Year Support & Warranty (OEM & Local Partner)	

3. Access Points (Quantity = 3) - Internationally recognized brands only.

Sr.	Description	Compliance (Yes / No)
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a.	The proposed solution must support IEEE standards 802.11a, 802.11b, 802.11d, 802.11e, 802.11g, 802.11h, 802.11i, 802.11j, 802.11k, 802.11n, 802.11r, 802.11v, 802.11w, 802.11ac, 802.11ax (Wi-Fi 6), 802.1Q, 802.1X, 802.3ad, 802.3af, 802.3at, 802.3az, 802.3bz	
b.	The proposed solution must support 2.4GHZ and 5GHz frequency band	
c.	The proposed solution must support channel width of 4x4 20/40 MHz on 2.4 GHz band	
d.	The proposed solution must support 4X4 MIMO chains on 2.4 GHz	
e.	The proposed solution must support channel width of 4x4 20/40/80 MHZ on 5GHz band	
f.	The proposed solution must support 4X4 MIMO chains on 5 GHz	
g.	The proposed solution must support 802.3 at PoE standard	
h.	The proposed solution must support multiple simultaneous SSID broadcast	
i.	The proposed solution must support WPA, WPA2 and WPA3 with 802.1x or preshared key, WEP authentication	
j.	The proposed solution must support Radius enterprise authentication	
k.	The proposed solution must support local-bridge, mesh and tunnel SSID types	
l.	The proposed solution must be a centrally managed access point.	
m.	Management solution must also be part of the proposed solution	
n.	The proposed solution must have minimum 4 internal/ external antennas	
o.	POE power input is mandatory for the proposed solution	
p.	The proposed solution must contain complete mounting accessories	

Note:

1. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Vendor's plant, labour, supervision, materials (including wastages), execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes, and other levies payable by the Vendor under the Contract, or for any other cause, as on the deadline for submission of Bids, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder.
2. The contract shall be awarded to the technically compliant lowest evaluated bidder for each item separately. Preference may be given to the bidder offering early delivery. In case the price difference between the bidder is not greater than 10%, EXIM Bank may at its discretion place the order with the bidder offering early delivery.

3. Bidders shall price the Bill of Quantities in US Dollars (USD) only inclusive of all kinds of taxes, levies, duties, out-of-pocket expenses etc. Tax will be deducted at the time of payment according to the applicable law.
4. The above-mentioned specifications are the minimum requirements. Bidders may quote similar or higher specifications.
5. The acquired hardware/software will be deployed to any of the EXIM Bank of Pakistan offices across Pakistan. On-site installation, maintenance and support will be required within the same day resolution time (for matters registered by 1 pm) and maximum by 2nd day (for matters registered after 1pm).
6. EXIM Bank may ask for samples and/or demonstration/inspection of the quoted items.
7. If partial delivery is allowed by EXIM Bank for some items, payment shall be made as deliveries are made and accepted by EXIM Bank.
8. Successful bidder shall be required to produce Export Compliance and End User Certification (EUCL) for security products (if any), if required by quoted OEM, at the time of placement of order.

Warranties

Bidders shall provide complete details of hardware and services warranties for each quoted item.

Hardware Warranty:

- a. Three Year standard on-site warranty with parts and services.
- b. The bidder must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing the Hardware Maintenance Services during the said period are included in the price of the Hardware.
- c. If during installation of the hardware any supplied hardware is found defective or gets damaged, the same shall be replaced by the Bidder free of cost.
- d. If during the period of warranty any component of the supplied hardware is found defective, or fails in test or in operation, the same shall be replaced by the Bidder free of cost.

Software Warranty:

- a. Bidder warrants that the Software will perform in accordance with the Documentation.
- b. Software licenses will be provided by the bidder and licenses should be verified by the principal.

ANNEXURE II: DRAFT CONTRACT

(The terms and conditions of the bidding document shall become an integral part of this contract. The terms and wording, headings mentioned below may be amended for the benefit of EXIM Bank)

[On Rs. 100/- Stamp Paper]

The Contract for provision of Hiring of firms for Implementation of IFRS-9 (hereinafter referred to as “this Contract”) is made on this _____ day of _____,

By and Between

Export-Import Bank of Pakistan (hereinafter referred to as “**EXIM Bank**”) having its registered office at _____ Islamabad, which expression wherever the context so permits shall mean and include its successors-in-interest and permitted assignees) of the one part;

And

M/s [●] having its office at [●] (hereinafter referred to as “**FIRM**”) of the other part;

Both EXIM Bank and FIRM may be collectively referred to hereinafter as “the Parties” and either of them individually as “Party”.

WHEREAS

- A. The Purchaser intends to procure services for the supply, installation, testing & commissioning of Equipment for its office at Address_____.
- B. The Vendor has qualified through the bidding process and has agreed to provide successfully the required services and equipment for the supply, installation, testing & commissioning of network Equipment/ DR site in accordance with the terms and conditions described herein.
- C. The Vendor represents and warrants to the Purchaser that it has the required credentials, professional skills, personnel and technical resources to provide required equipment and services for supply, installation, testing & commissioning of Equipment on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of mutual covenants set forth in this Contract, the Parties agree as follows:

1. Definitions

- a) "**Contract**" means this Contract and includes all Annexures attached thereto or incorporated therein by reference;

- b) **“Contract Price”** means the price to be paid by the Purchaser to the Vendor for successful supply, installation, testing & commissioning of network Equipment.
- c) **"Effective Date"** shall mean the date on which this Contract is signed between the parties;
- d) **"Equipment"** means all equipment, parts, ancillaries, software, licenses and services for supply, installation, testing & commissioning of network Equipment as per details attached at **Annexure-B** including but not limited to hardware, software, accessories, attachments and spare parts for the Equipment;
- e) **“Party”** means a party to this Contract and the term **“Parties”** shall be construed accordingly;

2. Interpretation

For the purposes of interpretation and construction of this Contract:

- i. Words importing one gender include the others;
- ii. Words importing the singular or plural number include the singular and plural number respectively;
- iii. References to clauses and Annexures are references to clauses and Annexures in this Contract; and
- iv. Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Contract.

3. Scope of Work

- 3.1 The Vendor shall supply the Equipment and install, integrate, test and commission the Equipment at Purchaser’s designated site, within [●] days after signing of this contract, as per **Annexure – B** (*Technical Specifications of the Equipment*).
- 3.2 The Vendor shall ensure that the supplied Equipment is genuine, brand new, fully operational, non-refurbished, un-altered in any way, of the most recent/current model, imported through proper channel and meet the Technical Specifications attached as **Annexure-B** (*Technical Specifications of the Equipment*).
- 3.3 At the time of installation and commissioning, Vendor shall provide comprehensive documentation of the Equipment installed including manuals along with diagrams, labeling, schematics, configuration etc. if any.
- 3.4 The Vendor shall arrange mandatory demonstrations and training about installed Equipment.
- 3.5 Vendor will provide the following:
 - a) Complete hardware and any ancillary software, parts, accessories, etc. required for the proper functioning of the Equipment.

- b) Equipment documentation and necessary trainings to Purchaser's Technical Department
- c) The vendor will provide full support for testing and troubleshooting of any errors for the SLA/warranty period after completion /implementation and final testing of the Equipment.

4. Standards

The Equipment supplied and the services provided under this Contract shall conform to the authoritative latest industry standards.

5. Commercial Availability

The Equipment supplied under this Contract shall be commercially available at the time of signing of the Contract.

6. Patent/Copy Right

The Vendor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, copy rights, trademark or industrial design rights arising from use of the Equipment/the service or any part thereof.

7. Execution Schedule

The Vendor shall submit a mutually agreed execution schedule giving details of supply, installation, configuration, deployment, commissioning, testing, training, etc., as required under the Contract, to the Purchaser, within ten days of the signing of the Contract. Failure to do so may lead to imposition of Liquidated Damages.

8. Labeling

The Equipment supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme provided by the Vendor.

9. Delivery

- 9.1 The Vendor shall deliver the Equipment at the location, as specified by the Purchaser at the time of delivery. Although the equipment is needed at Bahria Complex-I Karachi, the Purchaser retains the option to request delivery at the Islamabad office from the vendors.
- 9.2 The Equipment shall remain at the risk and under the physical custody of the Vendor until the delivery, installation, testing and commissioning is completed.
- 9.3 The Vendor shall ensure that the delivered Equipment shall be complete in all respect enabling the installation, testing, commissioning and training to proceed without interruption. If it shall appear to the Purchaser that the Equipment has been or are likely to be delayed by reason of incomplete delivery or for any other reasons, Purchaser may require the Vendor, at the expense of the Vendor, to

dispatch the missing items of the Equipment or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

- 9.4 Purchaser may ask the Vendor for import documents showing serial numbers of the delivered Equipment for verification before acceptance of the same.

10. Installation and Commissioning

- 10.1 The Vendor shall ensure that the implementation design conforms to an open standard by which new Equipment/components/services can be added without disruption to existing Equipment/services.
- 10.2 The Vendor shall ensure that the installation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 10.3 The Vendor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 10.4 The Vendor shall configure the Equipment for high availability and reliability.
- 10.5 The Vendor shall submit detailed and complete installation, transition and cutover plan for the Equipment, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Purchaser's acceptance and if special security and/or access arrangements are required.
- 10.6 Equipment shall be installed with existing Equipment/system/IT infrastructure, and shall require close coordination between the Vendor's and the Purchaser's personnel.

11. Site Preparation

The Vendor shall at its own cost and expense be responsible to survey the site to determine power, ventilation and floor space and any other requirements for the proposed Equipment.

12. Power

The Equipment supplied under the Contract, unless otherwise specified, shall be capable of operating normally with single phase AC power, within the range of 180-240V, with the corresponding frequency of 50 Hz, inclusive, and should be protected from over-voltage, overheating and out-of-tolerance current surges.

13. Safety

- 13.1 The Vendor shall be responsible for the embedding of safety features in the inherent design of the Equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and other equipment.
- 13.2 The Vendor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

- 13.3 The Vendor shall be responsible for protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

14. Operational Capability of Equipment

The Vendor shall ensure that the delivered Equipment has the capability of performing 24/7, without disruption.

15. Test Equipment and Tools

At the end of the contract term, the Vendor shall evaluate the existing facilities and abilities of the Purchaser to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the Equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

16. Spare Parts and Support

- 16.1 The Vendor shall make readily available spare parts and tools of the supplied Equipment, during the warranty/SLA period.
- 16.2 The Vendor shall ensure technical assistance for all components during warranty/SLA period.
- 16.3 The Vendor shall give two months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives.
- 16.4 The Vendor shall also identify the following:
- a) items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the technical specifications.
 - b) critical items, whose failure would cause a system failure;
 - c) items of high cost and/or long lead time (over thirty working days);
 - d) items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

17. Inspection and Testing

- 17.1 The Purchaser shall inspect and test the Equipment (hardware & software) supplied, the services provided or the works carried out, under the Contract, to verify their conformity to the technical specifications.
- 17.2 The Vendor shall provide all-reasonable facilities and assistance, including access to drawings, production data (if any) and online verification from official web site of the OEM at no charge to the Purchaser.
- 17.3 The Purchaser may reject the Equipment, the services or the works if they fail to conform to the technical specifications, in any test(s) or inspection(s) and the Vendor shall either replace the rejected Equipment, services or works or make all

alterations necessary to meet the technical specifications, within five working days, or the time as may be specifically provided by the Authorised Representative of Purchaser, free of cost to the Purchaser.

- 17.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Equipment shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Equipment.

18. Issuance of Goods/Services Receipt Note

- 18.1 Upon successful supply, installation, testing and commissioning of the Equipment a Goods/Service Receipt Note (G/SRN) shall be issued to the Vendor by the Authorised Representative of the Purchaser within reasonable time.
- 18.2 Nothing contained in any clauses of this document, in any way, release the Vendor from any Warranty or other obligations under the Contract.

19. Guarantee

- 19.1 The Vendor guarantees that the Equipment supplied by the Vendor, under the Contract is genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 19.2 The Vendor further guarantees that the Equipment supplied by the Vendor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied Equipment.

20. Warranty

- 20.1 The Vendor shall provide Manufacturer's warranty as mentioned at **Annexure-B** (hereinafter referred as Warranty Period), after the issue of G/SRN in respect of Equipment which will include:
- a) Free, on site repair / replacement of defective / damaged parts and labor, within same day of reporting the issue.
 - b) On site replacement of defective/damaged equipment or part thereof, if repair of such equipment or part thereof involves a duration exceeding 1 day or the time as specifically granted by the Authorised Representative of Purchaser in writing.
 - c) The Purchaser shall, by written notice served on the Vendor, promptly indicate any claim(s) arising under the warranty.
 - d) The Vendor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged equipment or parts thereof on site, without any cost to the Purchaser.

- e) The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Equipment supplied, the services provided and the works done, under the Contract.
- f) In case of warranty, the Vendor is to include Purchaser in correspondence with the OEM.

21. Ownership of Goods and Replaced Components

Equipment to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the G/SRN is issued by the Purchaser. Defective components to be replaced by the Vendor, pursuant to the Contract, shall become the property of the Vendor as and where it lies after successful replacement of the same.

22. Contract Term

The term of the Contract shall be for a period commencing from the Effective Date of Contract till expiration of warranty/SLA period of Equipment unless terminated earlier as per the provisions of this Contract.

23. Vendors Representations

- 23.1 The Vendor warrants that it is duly incorporated, existing and in good standing under the laws of Pakistan and has all requisite powers and authority to conduct its business and execute, to deliver and to perform its obligations under this Contract.
- 23.2 The Vendor warrants that it has not been blacklisted or debarred by any public sector enterprise due to any reason.
- 23.3 The Vendor represents and warrants that it will perform Work/Services, obligations, duties and responsibilities with reasonable care, due diligence and professional skill. Further, it will be responsible for the losses and damage caused by its, or its employees', negligence during the performance of Work/Services, obligations, duties and responsibilities and make them good and remedy the loss solely at its own risk and cost and without any expenditure to EXIM BANK.
- 23.4 The Vendor warrants that the Human Resources assigned would be educated, trained, experienced and fully capable of performing the required Services / duties as per the requirements of EXIM BANK.
- 23.5 The Vendor warrants that it shall be directly responsible for the management, control and supervision of all the infrastructure, Equipment, its human resources, hardware, licenses and software engaged by it for rendering Services in connection with the execution of this contract. Furthermore, all personnel employed by the Vendor who perform Services pursuant to this Contract shall for all practical purposes be assumed to be employees of the Vendor and at no time during the continuance of this contract be deemed as the employees of EXIM BANK, nor such employees shall pose themselves as employees of EXIM BANK.

- 23.6 The Vendor warrants to indemnify and hold EXIM BANK harmless against any and all claims, demands or legal proceedings initiated by the Vendor's employees or any other person / authority in respect of any accidents, injuries, deaths, unpaid wages, contributions, other benefits including workmen's compensation claims or any other grievances arising out of their employment with the Vendor.
- 23.7 The Vendor warrants to keep safe any data/information of EXIM BANK that comes in its custody indemnified against any theft, damage or loss of any kind. In case any losses are attributed to any act, omission or negligence of the Vendor or its employees, EXIM BANK shall be entitled to, without prejudice to any other penal action or recourse available to it, recover such losses or damages from the charges payable to the Vendor.
- 23.8 The Vendor warrants to abide by all the rules, laws and regulations and fulfil all the requirements of Government of Pakistan relating but not limited to personnel, human resources, data security and services falling under this contract. EXIM BANK shall not be held responsible for any of the aforementioned.
- 23.9 The Vendor shall, in all matters arising in the performance of the Contract, conform, in all respects, with provisions of all federal, provincial and local laws, statutes, regulations and by-laws in force in Pakistan and shall keep EXIM BANK indemnified against all penalties and liabilities of any kind for breach of any of the same.

24. Contract Documents and Information

The Vendor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

25. Payment Terms

- 25.1 In consideration of the Equipment detailed herein successfully installed, tested and commissioned by the Vendor, Purchaser shall pay to the Vendor the Contract Price, on actual basis, as detailed at **Annexure A** attached hereto. The payment(s) shall be subject to a satisfactory report of work from relevant department(s) of Purchaser. The Contract Price shall remain unchanged for the term of the Contract. The Vendor shall not be entitled to request or demand an increase in the Contract Price during the Term of the Contract.
- 25.2 Upon successful commissioning of the Equipment, the Vendor shall get the Goods Receipt Note (GRN) from Authorised Representative of Purchaser and attach the same with its original invoice along with any other supporting documents addressed to Group Head of Finance, EXIM BANK and submit the same to the Finance department of Purchaser for processing of payment. Any invoice having

- discrepant supporting documents, including GRN, shall not be considered for payment processing.
- 25.3 Purchaser shall make the payment by cross cheque, in name of the Vendor within thirty (30) days after receipt and acceptance of original error free invoice(s) from Vendor. Taxes shall be deducted at source as per applicable laws. In case partial delivery allowed by Purchaser, payments due shall be calculated at actual numbers delivered and accepted by Purchaser.
- 25.4 Any increase and/or decrease or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.
- 25.5 No payment shall be made to Vendor in advance as mobilization advance or on any other account.
- 25.6 The payment shall be made to Vendor only when it is on the Active Taxpayers List (ATL) of FBR. If Vendor is not in ATL at the time of processing of invoice, no payment shall be made until Vendor appears in ATL of FBR.
- 25.7 If the progress of the work is not to the satisfaction of the management of Purchaser, the management has the right to cancel the Contract, get the work done from any third party at its discretion and recover from Vendor, the amount that, if any, Purchaser has to pay in excess of the Contract Price. In addition Purchaser may forfeit the Performance Security of the Vendor.
- 25.8 The payment for equipment quoted in foreign currency shall be made in equivalent Pakistani Rupees (PKR) as per the prevailing interbank selling exchange rate as notified by the State Bank of Pakistan at the time of receiving of goods at EXIM Bank office.

26. Contract Amendment

- 26.1 The Purchaser may, at any time, by written notice served on the Vendor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the part of the Equipment/ the services / the works, in whole or in part.
- 26.2 The Vendor shall, within three working days of receipt of such notice, submit a cost estimate and execution schedule (if any) of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- 26.3 The Vendor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Vendor.
- 26.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 26.5 No variation in or modification in the Contract shall be made, except by written amendment signed by authorized representatives of both the Parties.

27. Assignment / Subcontract

- 27.1 The Vendor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

- 27.2 The Vendor shall guarantee that any and all assignees / sub-Vendors of the Vendor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the Contract.

28. Extensions in time for performance of obligations under the Contract

If the Vendor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Vendor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Vendor, extend the Vendor's time to a reasonable period for performance of its obligations under the Contract.

29. Liquidated Damages

- 29.1 In case of delay in scheduled time of delivery of the Equipment or the installation, proper integration, testing and commissioning of the Equipment, Purchaser shall have the right to impose a penalty at the rate of 1% per day of the Contract Price not exceeding 10% of the Contract Price.
- 29.2 If the work is not executed up to the satisfaction of the management of Purchaser and in accordance with the specifications as given herein, Purchaser shall have the right to reject the Equipment, cancel the Contract forthwith without incurring any liability whatsoever on any account. In addition to this, without limiting the right of Purchaser may impose a penalty not exceeding 10% of the Contract Price.
- 29.3 The liquidated damages imposed shall be deducted from the final payment of the Vendor.

30. Blacklisting

- 30.1 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Purchaser 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 the Purchaser.
- 30.2 If the Vendor is found to have engaged in corrupt or fraudulent practices in competing for the award of Contract, during procurement process or during the execution of the Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Vendor, either indefinitely or for a stated period.

31. Performance Security

- 31.1 The Vendor has furnished a "Performance Security" against supply, installation, testing & commissioning of the Equipment for an amount equivalent to 10% of

- Contract Price, in the form of a Bank Guarantee as specified by Purchaser, issued by a scheduled bank operating in Pakistan acceptable to the Purchaser.
- 31.2 The “Performance Security” against supply, installation, testing & commissioning of the Equipment shall be released within thirty (30) days of issuance of GRN and release of payment to the Vendor by the Purchaser.
- 31.3 A “Performance Security for Warranty/SLA” amounting to 05% of the Contract Price shall be retained from the invoice(s) of the vendor. The same shall be released after successful completion of the warranty/SLA period.
- 31.4 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Securities of the Vendor.

32. Termination for Default

- 32.1 If the Vendor fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Vendor, indicate the nature of the default(s) and terminate the Contract, in whole or in part. The Purchaser may make the payment for the equipment/services rendered till contract termination date. Provided that the termination of the Contract shall be resorted to only if the Vendor does not cure its failure / delay, within ten working days (or such longer period as the Purchaser may allow in writing), after receipt of such notice.
- 32.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, equipment/ services / works, similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar equipment/ services / works. However, the Vendor shall continue performance of the Contract to the extent not terminated.

33. Termination for Insolvency

If the Vendor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Vendor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Vendor.

34. Termination for Convenience

- 34.1 The Purchaser may, at any time, by written notice served on the Vendor, terminate the Contract by giving fifteen (15) days notice, in whole or in part, for its convenience, without any compensation to the Vendor.

- 34.2 The equipment and the services which have been successfully/delivered completed by the Vendor at the time of issuance of such notice of termination shall be accepted by the Purchaser.

35. Force Majeure

- 35.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Purchaser or of the Vendor. Non-availability of equipment/material/supplies or of import license or of export permit shall not constitute Force Majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Purchaser keeping in view all the circumstances and requirements of the Purchaser.
- 35.2 The Vendor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure/delay in performance/discharge of obligations under the Contract is the result of an event of Force Majeure.
- 35.3 If a Force Majeure situation arises, the Vendor shall, by written notice served on the Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform 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.
- 35.4 Force Majeure shall not include:
- (i) any failure to take action by a Party;
 - (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
 - (iii) any event which a diligent Party could reasonably have been expected both:
 - (a) to have taken into account at the time of the effective date of this Contract;
 - and (b) to have avoided or overcome in the course of carrying out its obligations under this Contract.

36. Conflict of Interest

EXIM BANK/GoP policy requires that Vendor provide professional, objective and impartial services/advice and at all times hold the interest of Purchaser paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Vendor has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of Purchaser. Failure to disclose said situations may lead to termination of this Contract.

37. Dispute Resolution

Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar

days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. The Parties shall continue to perform their duties and responsibilities during period of such dispute resolution process.

38. Taxes and Duties

- 38.1 The Vendor shall be entirely responsible for all taxes, duties and other such levies imposed and to make inquiries on income tax/sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.
- 38.2 Taxes shall be withheld as per applicable laws at the time of payment.
- 38.3 Any increase or decrease in applicable taxes shall be adjusted as per law.

39. Authorized Representative

- 39.1 The Purchaser and the Vendor may, at their exclusive discretion, appoint their Authorized Representatives and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representatives, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 39.2 The Authorized Representatives shall only carry out such duties and exercise such authority as may be delegated to them, by the Purchaser or the Vendor.
- 39.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 39.4 Any decision, instruction or approval given by the Authorized Representatives, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 39.5 Notwithstanding anything contained herein, any failure of the Authorized Representatives to disapprove any equipment or services or works shall not prejudice the right of the Purchaser to disapprove such equipment or services or works and to give instructions for the rectification thereof.
- 39.6 If the Vendor questions any decision or instruction of the Authorized Representatives of the Purchaser, the Vendor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.
- 39.7 Any notice or request required or permitted to be given or made under this Contract shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand or through registered mail or courier or official e-mail of the following Authorised Representatives:

For Purchaser
Name

For Vendor
Name

Designation
Address
Contact Details

Designation
Address
Contact Details

- 39.8 Any change in the details of above mentioned authorized representatives shall be immediately communicated to the other party.

40. Integrity Pact

- 40.1 The Vendor 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 the Purchaser or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- 40.2 Without limiting the generality of the foregoing, the Vendor 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, Vendor, 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.
- 40.3 The Vendor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 40.4 The Vendor 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 rights and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.
- 40.5 Notwithstanding any rights and remedies exercised by the Purchaser in this regard, the Vendor agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Vendor 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 the Purchaser.

41. Waiver

Failure of either Party to insist upon strict performance of the obligations of the other Party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

42. Training

- 42.1 The Vendor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Equipment to be supplied under the Contract.
- 42.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Vendor with regard to any of these personnel, the Vendor shall apprise the Purchaser and proceed to implement suitable remedial measures after consultation with them.

43. Documentation

The Vendor shall furnish the user documentation, the operation manuals, and service manuals (if any) for each appropriate unit of the supplied Equipment and other information pertaining to the performance of the Equipment, in hard copy format, in soft copy format and in the form of on-line help, before the Equipment is taken over by the Purchaser.

44. Order of Precedence

The order of precedence in case of any conflict shall be as set forth hereunder. Any addenda/corrigenda of the following documents shall deem to be incorporated therein:

- a. This Contract;
- b. The annexures/appendices/schedules to this Contract;
- c. Vendor's response to the clarifications during tender evaluation process;
- d. Bid of the Vendor;
- e. Responses of EXIM BANK to the pre-bid clarifications; and
- f. Complete RFP

45. Severability

In the event that any part of this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Contract meaningless.

46. Entire Contract

This Contract along with annexures contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts,

representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this Contract excludes liability for fraud.

47. Waiver

No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

48. Authorization

The persons executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any law or other Contract to which said Party is bound.

49. Governing Law

This Contract shall be governed by and construed in accordance with the laws of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.

50. Contract Language

The language of the Contract shall be English language.

51. Status of Vendor

The Parties agree that Vendor shall be an independent company /firm and not an agent, employee or representative of Purchaser.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For and on behalf of
Purchaser

For and on behalf of
Vendor

[Name of authorized signatory]
[Designation]

[Name of authorized signatory]
[Designation]

Witness 1:

Witness 2:

Annexure - A

Price Schedule

[As per bid of Successful Bidder]

Annexure – B

**BOQ & Technical Specifications of the Equipment
[As per RFP/bid of Successful Bidder]**

ANNEXURE-III: FORM OF BID

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

Reference your Bidding documents No. EXIM/PROC/IT-07/2023 for Supply, Installation, Testing, and Commissioning of Network Equipment/ DR site.

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 **[name of company (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 submit herewith our bid as one (01) original along with one (01) soft copy on USB drive in PDF as well as native MS Word/Excel formats.
6. 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 (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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

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: _____

Acceptance by representative authorized as per Clause 6 above:

Signatures of Authorized Representative: _____

Name and Title: _____

Name & Address of Firm: _____

Cell No.: _____

e-mail address: _____

Mailing address: _____

ANNEXURE-IV: 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.

S/N	Attributes	Mandatory	Ref. Page No. in bid
1.	Fulfillment/meeting all the technical specifications/requirements of items as mentioned in the Bidding documents. Compliance sheet to be attached.	Yes	
2.	The bidder must possess valid NTN & GST registration and verifiable on FBR portal.	Yes	
3.	Authorization/partnership certificates from OEM of quoted items.	Yes	
4.	Bidder must be a registered company/firm (incorporation/ registration certificate to be provided).	Yes	
5.	The Bidder must have minimum five (05) clients to its credit for supply of specific/similar equipment in Pakistan in last five (05) years. The Bidder must have minimum five (05) clients to its credit for supply of specific/similar equipment in Pakistan in last five (05) years.	Yes	
6.	The Bidder must attach complete details/data sheets of quoted equipment.	Yes	
7.	The Bidder must attach Bid Securing Declaration with its bid.	Yes	
8.	The Bidder must attach a signed Form of Bid with official stamp affixed on it as per the format given in <u>Annex-III</u> with its bid.	Yes	
9.	Quoted items must be of internationally recognized brands only and with back to back OEM's warranty. Confirmation to be provided on bidder's letterhead.	Yes	
10.	The bidder must have office presence and technical team for support services in Islamabad and Karachi. Details to be provided on letterhead.	Yes	
11.	The Bidder must have a minimum of ten (10) years of relevant experience.	Yes	

In order to show fulfilment of abovementioned mandatory requirements, the Bidders are required to submit the following documents with their bids and use the following table as index:

Sr. No.	Description	Points

		(Applicable only in case of tie in quoted rates)
1	OEM partnership level: Silver or equivalent = 5 Points Gold or equivalent = 10 Points Platinum or equivalent = 15 Points	15
2	Number of clients to which similar equipment has been supplied in last five (05) years in Pakistan: From 3 to 5 clients = 5 Points From 6 to 8 clients = 10 Points Above 8 clients = 15 Points	15
3	Quoted delivery time of equipment: Between 61 to 90 days = 10 Points Between 31 to 60 days = 20 Points Below 30 days = 30 Points	30
	Total Points	60

ANNEXURE-V: PRICE SCHEDULE

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

SR #	DESCRIPTION	QTY	UNIT PRICE (Tax Exclusive)	% of Taxes	TOTAL PRICE (Tax Inclusive)
1.	Firewall: Make_____ Model_____ Part No. _____ Warranty:_____ Delivery Time: _____ Specifications (Data Sheet to be attached by Bidders)	01 Nos.			
2.	Network Switch Make_____ Model_____ Part No. _____ Warranty:_____ Delivery Time: _____ Specifications (Data Sheet to be attached by Bidders)	01 Nos.			

SR #	DESCRIPTION	QTY	UNIT PRICE (Tax Exclusive)	% of Taxes	TOTAL PRICE (Tax Inclusive)
3.	Access Point: Make _____ Model _____ Part No. _____ Warranty: _____ Delivery Time: _____ Specifications (Data Sheet to be attached by Bidders)	03 Nos.			
Grand Total (in Figures) : _____					
Grand Total (in Words): _____					

NOTE:

1. Bidders are required to submit their financial bids as per the format provided at Annexure-V. Bidders may quote in USD. For evaluation purposes, the prices quoted in USD shall be converted to equivalent Pakistani Rupees (PKR) as per the prevailing interbank selling exchange rate as notified by the State Bank of Pakistan on the date of opening of financial bids. The payment for equipment quoted in foreign currency shall be made in equivalent Pakistani Rupees (PKR) as per the prevailing interbank selling exchange rate as notified by the State Bank of Pakistan at the time of receiving of goods.
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.

3. 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.
4. Order shall be placed with the bidder fulfilling requirements of the RFP and offering the lowest rates.
5. Order will be awarded to bidders based on lowest quoted price. In case there is a price difference of not greater than 10% between two vendors then preference shall be given to the one offering early delivery.
6. In case tie in quoted rates, Order will be awarded to the bidders scoring maximum points.

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 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)