



## PROCUREMENT OF SUPPORT SERVICES OF FORTINET NETWORK EQUIPMENT EXIM-PROC-IT-05-2024 – Fortinet Support Renewal

- 1. 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 support services of Fortinet network equipment. 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 E-Pads websites. Prospective bidders may request clarification on any aspect of the bidding documents 'till **12-Sep-24**.
- 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 **19-Sep-24** at 1100 Hrs. Bids will be opened on the same day at 1130 Hrs. 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 E-Pads & EXIM Bank websites at <https://eprocure.gov.pk/> and [www.eximbank.gov.pk](http://www.eximbank.gov.pk)

## HEAD OF PROCUREMENT

EXPORT-IMPORT BANK OF PAKISTAN

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

Contact No.: +92 51 917 0184

**Bidding Documents**

**PROCUREMENT OF SUPPORT SERVICES OF FORTINET NETWORK EQUIPMENT**



**EXIM-PROC-IT-05-2024 – Fortinet Support Renewal**

**Bid Submission: 19-Sep-24 at 11:00 A.M.**

**Bid Opening: 19-Sep-24 at 11:30 A.M.**

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**INSTRUCTIONS TO BIDDERS**

- 1) 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:
- 2) Any communication/response to the clarifications shall be shared with 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Terms of Reference (TORs for the subject tender is provided at **Annexure-I**.
- 7) For this Tender, Single Stage – One Envelope Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their technical and financial bids via E-pads.
- 8) 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 initialed by the representative authorized as per clause 6 of the Form of Bid.
- 9) Bidders shall upload signed stamped the Bid Securing Declaration as per format provided at **Annex-VI** on Epads. No bid shall be entertained without the Bid Securing Declaration.
- 10) 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
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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
- 15) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 16) The successful bidder will be required to furnish a performance guarantee, amounting to ten percent (10%) of the total contract amount, in form of a Bank Guarantee (as per format provided at **Annexure-VII** ) or Pay Order issued by a scheduled bank in Pakistan, 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 guarantee within the time stated above, EXIM BANK retains the right to cancel the notice for award of tender and blacklist the bidder.
- 17) 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 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;
  - e. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with EXIM BANK or the subject assignment;
  - f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
  - g. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 18) 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.
- 19) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**.
- 20) 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.
- 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) Any bid received by EXIM BANK via hard copies shall not be entertained. Only bids submitted via Epads shall be entertained.
- 23) 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.
- 24) Bids submitted via email or fax shall not be entertained.
- 25) 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.
- 26) 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.

27) 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.

28) 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.

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

**ANNEXURE-I: Scope of Work and Terms of Reference**

The scope of work includes:

- Support renewal of Fortinet Network Equipment
- Local and Principal support for Hardware and Software.
- The partner will provide configurational support throughout the support period.
- Standard OEM warranty time to be ensured. During the warranty claim process, the backup device is to be immediately provided until the warranty process is completed.
- Preventive maintenance of the equipment every 6 months.
- One Year on-site support/warranty with parts and services.

**Technical Specifications**

Sr.	Equipment	Description	QTY
1	Firewall – Fortigate-201F	Unified Threat Protection (UTP) <ul style="list-style-type: none"> <li>• IPS (Intrusion Prevention System)</li> <li>• Advanced Malware Protection</li> <li>• Application Control</li> <li>• URL Filtering</li> <li>• DNS &amp; Video Filtering</li> <li>• Antispam Service</li> </ul> FortiCare Premium Support for Hardware and Software	1
2	Switch – FortiSwitch-448E- FPOE	FortiCare Premium Support for Hardware and Software	1
3	Access Point - FortiAP-431F	FortiCare Premium Support for Hardware and Software	5



**Note:**

1. The acquired hardware/software has deployed at EXIM Bank of Pakistan Head office at office 510-512, 5<sup>th</sup> floor, Evacuee Trust Complex, F-5/1, Islamabad, Pakistan.

**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]

This Agreement for provision of PROCUREMENT OF SUPPORT SERVICES OF FORTINET NETWORK EQUIPMENT (hereinafter referred to as “**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 No. 510-512, 5<sup>th</sup> Floor Evacuee Trust Complex. F-5/1, Islamabad, Pakistan acting through its duly authorized officer/s (hereinafter referred to as “**EXIM Bank**” 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 [●], a \_\_\_\_\_ company incorporated under the laws of Pakistan, having its registered office at [●] acting through its duly authorized representative [insert name and designation] (hereinafter referred as “Vendor” which expression shall wherever the context so permits shall mean and include its successors-in-interest and permitted assigns) 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. EXIM Bank intends to procure support services of Fortinet network equipment for its office at Address\_\_\_\_\_.
- B. The Vendor has qualified through the bidding process and has agreed to provide successfully the required aforesaid services in accordance with the terms and conditions described herein.
- C. The Vendor represents and warrants to EXIM Bank that it has the required credentials, professional skills, personnel and technical resources to provide required aforesaid support services.

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

## 1. Definitions

- a) **"Agreement"** means this Agreement 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 support services of Fortinet network equipment.
- c) **"Effective Date"** shall mean the date on which this Contract is signed between the parties;
- d) **"Equipment"** means electromagnetic 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. Duration and Scope of Work

- a. This Agreement sets out the terms and conditions upon which the Vendor shall provide the Services to EXIM Bank.
- b. This Agreement shall come into force and effect on \_\_\_\_\_ and shall continue to remain in force till the expiration of warranty period of equipment (the **"Term"**) unless terminated earlier as per the provisions of this Agreement.
- c. The Vendor shall provide the services to EXIM Bank as mentioned in detail in Annexure B appended to this Agreement (the **Services**)

## 4. Standards

The support services provided under this Agreement shall conform to the authoritative latest industry standards.

## 5. Commercial Availability

The support services under this Agreement 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 support services. Failure to do so may lead to imposition of Liquidated Damages.

## **8. Safety**

- 7.1 The Vendor shall be responsible for the embedding of safety features, 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 during inspection and visit to site.
- 7.2 The Vendor shall be responsible for protection of the power sources, controls, and critical components of the systems and subsystems by shielding or physical separation when possible during inspection and visit to site.

## **9. Operational Capability of Equipment**

In case of contingency planning, the Vendor shall ensure that the delivered backup Equipment has the capability of performing 24/7, without disruption.

## **10. Spare Parts and Support**

- 7.3 The Vendor shall make readily available spare parts and tools of the supplied Equipment, during the Term of the Agreement.
- 7.4 The Vendor shall ensure technical assistance for all components during Term of the Agreement,
- 7.5 The Vendor shall give two months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives.
- 7.6 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.

**11. Inspection and Testing**

- 10.1) EXIM Bank shall inspect and test the Equipment (hardware & software) the services provided or the works carried out, under the Agreement, to verify their conformity to the technical specifications.
- 10.2) 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 EXIM Bank.

**12. Guarantee**

The Vendor guarantees that the Services supplied by the Vendor, under the Agreement is as per best industry practices and the guidelines provided by OEM/principal.

**13. Vendors Representations**

- 23.1 The Vendor represents and 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 Agreement.
- 23.2 The Vendor represents and warrants that they are authorized partner of OEM.
- 23.3 The Vendor represents and warrants that it has not been blacklisted or debarred by any public sector enterprise due to any reason.
- 23.4 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.
- 23.5 The Vendor represents and 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.
- 23.6 The Vendor represents and 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.
- 23.7 The Vendor agrees and 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.

- 23.8 The Vendor warrants and undertakes 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.
- 23.9 The Vendor warrants and undertakes 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.
- 23.10 The Vendor shall, in all matters arising in the performance of the Agreement, 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.

#### **14. Contract Documents and Information**

The Vendor shall not, without the EXIM Bank's prior written consent, make use of the Agreement, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of EXIM Bank in connection therewith, except for purposes of performing the Agreement or disclose the same to any person other than a person employed by the Vendor in the performance of the Agreement. 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.

#### **15. Payment Terms**

- 15.1 First Payment: 50% of the total contract value after the Signing Date.  
Second Payment: 50% of the total contract value after successful completion and acceptance of the 1<sup>st</sup> preventive maintenance after six months and upon successful completion of the one-year support period, including resolution of any outstanding issues or warranty claims.
- 15.2 EXIM Bank shall make the payment by cross cheque or will be made via bank transfer, 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.
- 15.3 Any increase and/or decrease or imposition of new tax(es)/government levies during contract period shall be adjusted according to the law.
- 15.4 No payment shall be made to Vendor in advance as mobilization advance or on any other account.

- 15.5 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.
- 15.6 If the progress of the work/Services is not to the satisfaction of the management of EXIM Bank, the management has the right to cancel the Agreement, get the work done from any third party at its discretion and recover from Vendor, the amount that, if any, EXIM Bank has to pay in excess of the Contract Price. In addition, EXIM Bank may forfeit the Performance Security of the Vendor.
- 15.7 The payment shall be made in PKR.
- 15.8 The Vendor shall submit invoices according to the payment schedule mentioned in the Agreement. Each invoice must be accompanied by relevant documentation, including service reports, maintenance records, and any other documents required by EXIM Bank to verify the completion of the work.
- 15.9 EXIM Bank reserves the right to withhold or deduct payments in case of non-compliance with the Service Level Agreement (SLA) or any other terms specified in the Agreement.
- 15.10 Penalties for delays or failure to meet agreed service levels will be applied as per the SLA.
- 15.11

#### **16. Contract Amendment**

- 26.1 EXIM Bank 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 EXIM Bank 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 Agreement, and the provisions of the Agreement shall apply to the said change.
- 26.5 No variation in or modification in the Agreement shall be made, except by written amendment signed by authorized representatives of both the Parties.

#### **17. 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 EXIM Bank'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 Agreement applicable to such part / whole of the work under the Agreement.

### **18. Extensions in time for performance of obligations under the Agreement**

If the Vendor encounters conditions impeding timely performance of any of the obligations, under the Agreement, at any time, the Vendor shall, by written notice served on EXIM Bank, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, EXIM Bank 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 Agreement.

### **19. 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 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.
- 30.2 If the Vendor is 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 stated period.

### **20. Termination for Default**

- 32.1 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 EXIM Bank, EXIM Bank 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 Agreement, in whole or in part. EXIM Bank may make the payment for the equipment/services rendered till Agreement termination date. Provided that the termination of the Agreement shall be resorted to only if the Vendor does not cure its failure / delay, within ten working days (or such longer period as EXIM Bank may allow in writing), after receipt of such notice.
- 32.2 If EXIM Bank terminates the Agreement for default, in whole or in part, EXIM Bank 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 EXIM Bank for any excess costs for such similar equipment/



services / works. However, the Vendor shall continue performance of the Agreement to the extent not terminated.

### **21. Termination for Insolvency**

If the Vendor becomes bankrupt or otherwise insolvent, EXIM Bank 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 Agreement, in whole or in part, without any compensation to the Vendor.

### **22. Termination for Convenience**

- 34.1 EXIM Bank may, at any time, by written notice served on the Vendor, terminate the Agreement 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 EXIM Bank.

### **23. 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 EXIM Bank keeping in view all the circumstances and requirements of EXIM Bank.
- 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 Agreement 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 EXIM Bank, indicate such condition and the cause thereof. Unless otherwise directed by EXIM Bank in writing, the Vendor shall continue to perform under the Agreement 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.

#### **24. 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 EXIM Bank 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 EXIM Bank. Failure to disclose said situations may lead to termination of this Agreement.

#### **25. Dispute Resolution**

Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Agreement 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.

#### **26. 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.

#### **27. Authorized Representative**

- 39.1 EXIM Bank 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 Agreement.
- 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 EXIM Bank, the Vendor may refer the matter to EXIM Bank 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 Agreement 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  
 Designation  
 Address  
 Contact Details

**For Vendor**

Name  
 Designation  
 Address  
 Contact Details

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

**28. 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 EXIM Bank 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 EXIM Bank under any law, contract or other instrument, be voidable at the option of EXIM Bank.

- 40.5 Notwithstanding any rights and remedies exercised by EXIM Bank in this regard, the Vendor agrees to indemnify EXIM Bank 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 EXIM Bank.

### **29. Waiver**

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

### **30. 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 EXIM Bank.

### **31. 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 Agreement;
- b. The annexures/appendices/schedules to this Agreement;
- 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

### **32. Severability**

In the event that any part of this Agreement 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.

### **33. Entire Contract**

This Agreement 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 Agreement excludes liability for fraud.

### **34. 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 Agreement.

### **35. Authorization**

The persons executing this Agreement 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 Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any law or other contract to which said Party is bound.

### **36. Governing Law**

This Agreement 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.

### **37. Contract Language**

The language of the Agreement shall be English language.

### **38. Status of Vendor**

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

IN WITNESS whereof the Parties hereto have caused this Agreement 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  
**EXIM Bank**

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**

Scope of Work & Terms of Reference  
**[As per bidding document]**



**ANNEXURE-III: FORM OF BID**

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

Reference your Bidding documents No. EXIM-PROC-IT-05-2024 – Fortinet Support Renewal.

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 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.
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 securing declaration form, 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 securing declaration form 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 Securing Declaration Form, 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 securing declaration form 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 provision of similar services.	Yes	
6.	The Bidder must attach Bid Securing Declaration with its bid.	Yes	
7.	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	
8.	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
	<b>Total Points</b>	<b>30</b>

**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 – Fortigate-201F (Services as mentioned in Scope of Work and Terms of Reference )	1			
2.	Support Services Switch – FortiSwitch-448E-FPOE (Services as mentioned in Scope of Work and Terms of Reference )	1			
3.	Access Point - FortiAP-431F (Services as mentioned in Scope of Work and Terms of Reference )	5			
4	TOTAL				
<b>Grand Total (in Figures) :</b> _____ <b>Grand Total (in Words):</b> _____ _____					

**NOTE:**

- Bidders are required to submit their financial bids as per the format provided at Annexure-V. Bidders may quote in USD or PKR. 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 services 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 on the date of contract signing.

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.

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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  
5<sup>th</sup> 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),  
5<sup>th</sup> 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)