



**BIDDING DOCUMENT FOR**  
**SUPPLY, INSTALLATION AND MAINTENANCE OF**  
**PHOTOCOPIERS**

**State Bank of Pakistan**

**June 2009**

## **Preface**

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the Request for Quotation. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

Section I	Request for Quotation
Section II	Instruction for Preparing Quotations
Section III	Specifications
Section IV	Schedule of Requirements
Section V	Form of Quotation
Section VI	Manufacturer's authorization form
Section VII	Form of Contract Agreement
Section VIII	General Conditions of Contract
Section IX	Special Conditions of Contract

## Section 1

RFQ No: BSSD.(Proc)/ Office Equip-2009

Dated; June 20, 2009

1. The State Bank of Pakistan (SBP) intends to procure multifunction photocopiers for its different Departments in SBP and SBP BSC (Bank), for which sealed bids from tax registered eligible Bidders are invited for ***“Supply, Installation and Maintenance of Photocopiers”***. Details are provided in Section of the Bidding document.
2. Bid documents can be downloaded from [www.sbp.org.pk/tenders/index.asp](http://www.sbp.org.pk/tenders/index.asp) Bidding will be conducted using the National Competitive Bidding procedures specified in the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR2004 that meet the following minimum qualification criteria:

Bidders must be a manufacturer or authorized agent of the manufacturer of required equipment in Pakistan with a minimum of ten years experience in manufacturing or supplies; as applicable. Agent should be in possession of a valid Authorization Certificate. Manufacturer/Supplier should have a documented track of completing at least 10 similar assignments, during last 3 years, involving the supply/installation, and provision of technical support. They should have liquid assets, at least three times the amount of bid price and sale volume of at least Rs 5 million in any of last 3 years. The interested bidder should have verifiable presence/support/branch offices, manned by experts.

3. The Bidders are requested to give their **best and final prices as no negotiations are expected**. The rates quoted must remain valid for a period of sixty days after opening of tenders.
4. Brochure containing detailed specifications must be provided with the bid. The bidder must mention brand, model and country of origin of the offered product. Documentary evidences showing genuineness of brand, model and country of origin of the product so offered. If the product is assembled in a country; other than the country of origin, in that case the Bidder shall provide certification from the parent company to the satisfaction of the Purchaser that the product is being assembled under license of the principal manufacturer and that the manufacturer stands guaranteed to the quality of material, workmanship and performance.
5. All bids must accompany a bid security of not less than 3% of the bid price. If items specified in technical specifications are quoted as options, the cost of same would be summed together to calculate the quoted price. Bids would be rejected if the bid security does not cover the adjusted quoted rates. Late bids will also be rejected.
6. Bids must be delivered to the address below on or before Wednesday the July 8, 2009 at 15.00 hours. and shall be opened in the presence of bidders' representatives who choose to attend at 15.30 hours same day at 10<sup>th</sup> Floor, Conference Room, State Bank of Pakistan, Karachi.

**Rehan Hyder**

Co-Director

Business Support Services Department

State Bank of Pakistan

10<sup>th</sup> Floor I.I Chundrigar Road, Karachi -Pakistan

Telephone No: 92-21-2455912 Facsimile: 92-21-9217234

[rehan.hyder@sbp.org.pk](mailto:rehan.hyder@sbp.org.pk)

## **Section II. Instructions to Bidders**

### **A. Introduction**

*(only relevant ITB clauses mentioned in the BDS have been mentioned here)*

1. Purchaser
  - 1.1 State Bank of Pakistan, having its principal place of business at I.I Chundrigar Road, Karachi, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called "Purchaser" intends to apply its funds under the contract for which this RFQ is issued
  - 1.2 Identification No and Title of Contract: *[stated in BDS ]*  
A general description of bid is provided in BDS and Technical Section; however this description is very elemental and Bidders are expected to submit a complete bid on the basis of parameters provided at other relevant sections of ITB

### **B. The Bidding Documents**

6. Clarification of Bidding Documents
  - 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include email, telex and facsimile) at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents that it receives no later than seven (07) days when bid submission period is (15) days and twenty-one (21) days when bid submission period is thirty (30) days prescribed. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank.

### **C. Preparation of Bids**

8. Language of Bid  
The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language
9. Documents Comprising the Bid
  - 9.1 The bid prepared by the Bidder shall comprise the following components:
    - (a) a Form of Quotation and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
    - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
    - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; an
    - (d) bid security furnished in accordance with ITB Clause 15.
10. Form of Quotation
  - 10.1 The Bidder shall complete the Form of Quotation and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be

supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices
- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- (a) Goods supplied from outside Pakistan: Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.
- (b) Locally supplied Goods: Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods
- 11.2 The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.
- 11.5 If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.
13. Documents Establishing Bidder's Eligibility and Qualification
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if awarded the contract)

represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
  - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
15. Bid Security
- 15.1 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:
- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank ;
  - (b) be issued by a reputable institution approved by Purchaser and located in any eligible country;
  - (c) be substantially in accordance with one of the forms of bid security included in Section V or other form approved by the Bank prior to bid submission;
  - (d) be payable promptly upon written demand by the Purchaser;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid

- validity subsequently requested pursuant to ITB Clause 16.2.
- 15.2 The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture.
- 15.3 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.4 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Form of Quotation; or
  - (b) If items specified in technical specifications are quoted as options, the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates.
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - i to sign the contract in accordance with ITB Clause 32; **or**
    - ii to furnish performance security in accordance with ITB Clause 33.
16. Period of Validity of Bids
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
17. Format and Signing of Bid
- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Quotation on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- D. Submission of Bids**
18. Sealing and Marking of Bids
- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [Number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Purchaser at the

address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date]”.

- 18.2 If the outer envelope is not sealed and marked as required by ITB Clause 18.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
19. Deadline for Submission of Bids
- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **E. Opening and Evaluation of Bids**

22. Opening of Bids by the Purchaser
- 22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
25. Evaluation and Comparison of Bids
- 25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 25.2 The Purchaser’s evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 25.3 The Purchaser’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

### **F. Award of Contract**

29. Purchaser’s Right to Vary Quantities at Time of Award
- 29.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
32. Signing of Contract
- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

## Bid Data Sheet

The following specific data for goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	<b>Name of Purchaser:</b> State Bank of Pakistan
<b>ITB 1.1</b>	<b>Name of Contract.</b> “Supply, Installation and Maintenance of Photocopiers”
<b>ITB 6.1</b>	<b>Purchaser’s Address:</b> Business Support Services Department, 10 <sup>th</sup> Floor I.I Chundrigar Road, Karachi –Pakistan Telephone No: 92-21-2455912 Facsimile: 92-21-9217234 rehan.hyder@sbp.org.pk
<b>Bid Price and Currency</b>	
<b>ITB 11.5</b>	Prices quoted by the Bidder shall be <b>“fixed;”</b>  However any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	<i>Qualification requirements:</i> Bidders must be a manufacturer or a an authorized agent of the manufacturer of required equipment in Pakistan with a minimum of ten (10) years of experience in manufacturing <b>or</b> supplies; as applicable. Agent should be in possession of a valid Authorization Certificate for over three (3) years. Manufacturer/Supplier should have a documented track of completing at least 10 similar assignments, during last 3 years, involving the supply, installation, and provision of technical support for procurement of a comparable scale. They should have adequate liquid assets; at least three (3) times the amount of bid and sale volume of at least Rs 5 million in any of last 3 years. The interested bidder should have verifiable presence/support/branch offices, manned by experts.  Documentary evidence of such experience must be provided with the bid by means of references / certificates from Clients.  If an Agent submits bids on behalf of more than one manufacturer, unless each such bid is accompanied by a separate Bid Form, separate Manufacturer’s Authorization and a separate bid security for each bid, all such bids will be rejected as non-responsive.”
<b>ITB 15.1</b>	<b>Amount of bid security.</b> 3 % of Bid
<b>ITB 16.1</b>	<b>Bid validity period.</b> 60 days
<b>ITB 17.1</b>	<b>Number of copies.</b> One original One copy
<b>ITB 18.2 (a)</b>	<b>Address for bid submission.</b> Procurement Division 10 <sup>th</sup> Floor State Bank of Pakistan I.I Chundrigar Road- Karachi-Pakistan Telephone No: 92-21-2455912 Facsimile: 92-21-9217234
<b>ITB 18.2 (b)</b>	<b>RFQ Title:</b> “Supply, Installation and Maintenance of Photocopiers”
<b>ITB 19.1</b>	<b>Deadline for bid submission.</b> Wednesday July 8, 2009 at 15.00 hours
<b>ITB 22.1</b>	<b>Time, date, and place for bid opening.</b> 16.00 Hours on Wednesday July 8, 2009 at 16.00 hours <i>at</i> the Conference Room, 10 <sup>th</sup> Floor State Bank of Pakistan, I.I. Chundrigar Road, Karachi

<b>Bid Evaluation</b>		
<b>ITB 25.3</b>	Evaluation Parameter	Suggested Weightage
	I. Competitiveness of Offered Bid	(50)
	II. Conformity to Specifications	( 40)
	III. Bidder's Profile	(10)
	a. Sales turnover of Rs. 5 million in any of last three years	(5)
	b. Experience of similar assignments	(5)
	Total Weightage	(100)
<b>ITB 25.3 ( g)</b>	<i>No additional criteria</i>	
<b>Contract Award</b>		
<b>ITB 29.1</b>	<b>Percentage for quantity increase or decrease.</b>	40 %
<b>ITB 32.2</b>	Fifteen (15) days	

## **Section III.**

### **Special Conditions of Contract-SCC**

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

#### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Purchaser is: State Bank of Pakistan who will be represented by Director Business Support Services, SBP on behalf of State Bank of Pakistan and its successors or assigns.

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

#### **2. Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: Five (5) percent of the Contract Price

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

#### **3 Inspections and Tests (GCC Clause 8)**

GCC 8.6 - As desired by Purchaser

#### **4 Delivery and Documents (GCC Clause 10)**

GCC 10—Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

The Supplier shall transport and deliver the consignment at State Bank of Pakistan –Karachi or such other site as decided by the Purchaser in terms of item 1(c) S.C.C.

- a. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- b. Packing List identifying the contents of each package;
- c. Delivery note, railway receipt, or truck receipt;
- d. Insurance certificate when Supplier is responsible for transportation;
- e. Warranty and guarantee certificate;
- f. Certificate from the Supplier that correct Goods exactly in accordance with the specifications have been provided.
- g. Certificate of origin (if required);

#### **5 Insurance (GCC Clause 11)**

GCC 11.1— Without limiting his obligations and responsibilities, insofar as practicable, the Supplier shall insure with National Insurance Corporation (NIC) of Pakistan in the joint names of the Purchaser and the Supplier to an amount equal to 110% of the delivered duty paid (DDP) value of the goods from "warehouse to warehouse" on "All Risk" basis including War Risks and Strikes.

#### **7 Warranty (GCC Clause 15)**

Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

## **8 Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied shall be made in Pak. Rupees in the following manner:

- a. **On Delivery:** 50 percent upon receipt of goods strictly fulfilling the desired Standards.
- b. **On Acceptance:** 50 percent upon successful functioning of the same.

## **9 Prices (GCC Clause 17)**

GC 17.1 - Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract.

## **10 Liquidated Damages (GCC Clause 23)**

GCC23.1 Subject to Clause 25 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.07 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

## **11 Resolution of Disputes (GCC Clause 28)**

GCC 28.3 —The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Arbitration Act of 1940

## **12 Applicable Law (GCC Clause 29)**

GCC 29.1 Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan,

## **13 Notices (GCC Clause 30)**

GCC 301—Purchaser's address for notice purposes:

Director Business Support Services Department, on behalf of State Bank of Pakistan  
10<sup>th</sup> Floor State Bank of Pakistan I.I Chundrigar Road-Karachi-Pakistan.

## Section IV.

### Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule and Location</b>
Multifunction Photo Copiers	3	Immediate State Bank of Pakistan, Karachi

Successful bidders shall provide mandatory maintenance support for one year after supply and commissioning of the photocopiers.

**Section V.  
Technical Specifications**

**Desired Specification of the Photocopier**

Technology	Digital MFP
Copying Speed	25-35 CPM, Multiple copies up to 999
Resolution	600X600 dpi laser print quality
Zoom Range	25% - 400%
Original Size	Max A3
Copy Size	A3 to A6 printing facility
Memory	Standard 256 MB- 512 + 30 GB or above HDD
Processor	466 MHz or higher
Document Handling	Manual, ADF and RADF/Built in
Duplexing Function	Built in
Drum Life	At least 65,000 copies
Toner	At least 15,000 copies
Paper Tray	Multi Storage
Additional Features	❖ Scanner ❖ Network Printer /Preferable

*The above are minimum required specifications*

## Section VI.

### *Sample Forms*

#### *Notes on the Sample Forms.*

*The Bidder shall complete and submit the **Quotation Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.*

*When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.*

*The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.*

*The **Performance Security** and **Bank Guarantee for Advance Payment** forms should **not be completed by the bidders at the time of their bid preparation**. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.*

*The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).*

## Sample Forms

1. Form of Quotation

2. Form 1 - Price Schedules

The Unit and Total Delivered Duty Paid (DDP) Prices Should Include The Price of Incidental Services Specified In Para. 8 (GCC Clause 13) of The Special Conditions of Contract. No Separate Payment Shall Be Made For The Incidental Services.

2. Contract Agreement

3. Performance Security Form

4. Manufacturer's Authorization Form

5. Integrity pact

**Section IV**

**Form of Quotation**

(Date) \_\_\_\_\_

To: \_\_\_\_\_ (Purchaser's Name)

\_\_\_\_\_ (Purchaser's Address)

\_\_\_\_\_

We offer to execute the Contract for **“Supply, Installation and Maintenance of Photocopiers”** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_ ). We propose to complete the Supplies described in the Contract within a period of \_\_\_\_\_ words and number) \_\_\_\_\_ calendar days from the Start Date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_

Name of Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Numbers / Email \_\_\_\_\_

**Form-I**  
**Price Schedule in Pak. Rupees**  
**(Weightage 50%)**

Name of Bidder \_\_\_\_\_ . IFQ Number \_\_\_\_\_

1	2	3	4	5
Item Description/Brand / Model	Country of origin	Unit price DDP/EXW named place	Total DDP/EX W per item	Unit price of Delivered duty paid (DDP) /(EXW) to final destination plus price of other incidental services if required <sup>3</sup>

Signature of Bidder \_\_\_\_\_

*Important Note:*

- (i) **Prices must be quoted with GST, taxes as per law shall be deducted at the time of payment.**
- (ii) **Bidders are required to indicate estimated prices of consumables e.g. toner, drum, fax cartridge etc. However bid security may be provided only for the original equipment.**
- (iii) **In case of discrepancy between unit price and total, the unit price shall prevail.**
- (iv) **The unit and total Delivered Duty Paid (DDP) prices should include the price of incidental services. No separate payment shall be made for the incidental services.**

**Form-II**  
**Technical Compliance**  
*(Weightage 40%for each package)*

Please tick the blank space against the specification, which your product contains, and in case of any difference please elaborate equivalence

Technology	Digital MFP	Compliance/Equivalence Status of Offered Machine
Copying Speed	30-35 CPM Multiple copies up to 999	
Resolution	600X600 dpi laser print quality	
Zoom Range	25% - 400%	
Original Size	Max A3	
Copy Size	A3 to A6 printing facility	
Memory	512MB- + 30 GB or above HDD	
Processor	466MHz or higher	
Document Handling	Manual, ADF and RADF	
Duplexing Function	Required	
Drum Life	At least 65,000 copies	
Toner	At least 15,000 copies	
Paper Tray	Multi Storage	
Optional Features	<ul style="list-style-type: none"> <li>❖ Scanner</li> <li>❖ Network Printer</li> <li>❖ Fax</li> <li>❖ Document Finisher, Sorter, Stapler</li> </ul>	

**Form-II**

**Bidder Capacity Assessment**  
**(Weightage 10%)**

<b>S.No</b>	<b>Evaluation Criteria</b>	<b>Max Marks</b>	<b>Evaluation parameter</b>	<b>Marks</b>	<b>Self Evaluation by the bidders</b>	<b>Doc Ref</b>	<b>SBP Evaluation</b>
2	Sales turnover of Rs. 5 million in any of last three years	5	Certified copy of the Balance				
4	Experience of similar assignments	5	Confirmed Purchase Order of the Client with Contact Information				

**Annex-A to Form-III**

**Experience of Similar\* Supply and Installation**

S. No	Assignment Description	Name /Contact Details of Client	Cost	Dates		Remarks, if any
				Awarded on	Completed on	

## 2. Bid Security Form

### (Bank Guarantee).

*[insert: Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** State Bank of Pakistan, Karachi]

**Date:** *[insert: date]*

**BANK GUARANTEE No.:** *[insert: Bank Guarantee Number]*

We have been informed that *[insert: name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its quotation dated *[insert: quotation date]* (hereinafter called "the Bid") for the execution of *[insert: name of contract]* under Request for Quotation No. *[insert: RFQ number]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (*[insert: amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the RFQ; or
- (c) having been notified of the acceptance of its Bid by the Bank during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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*[signature(s)]*

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*(Printed name and title)*

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*(Printed name and title)*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ between State Bank of Pakistan (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., “**Supply, Installation and Maintenance of Photocopier**” and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Price Schedule submitted by the Bidder;
  - (b) Schedule of Requirements;
  - (c) Technical Specifications;
  - (d) General Conditions of Contract;
  - (e) Special Conditions of Contract; and
  - (f) Purchaser’s Notification of Award.
  - (g) Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

#### 4. Performance Security Form

To:

Director BSSD,  
10<sup>th</sup> Floor State Bank of Pakistan  
I.I Chundrigar Road-Karachi-Pakistan

Date:\_\_\_\_\_

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated \_\_\_\_\_ to supply [*description of goods and services*] (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signature and seal of the Guarantors

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[*name of bank or financial institution*]

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[*address*]

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[*date*]

## 5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders]

To:  
Director BSSD,  
10<sup>th</sup> Floor State Bank of Pakistan  
I.I Chundrigar Road  
Karachi–Pakistan

Date: \_\_\_\_\_

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against RFQ No. *[Reference of the RFP]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Request for Bids.

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*[signature for and on behalf of Manufacturer]*

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

## 6. Integrity Pact

[See Clause 35 of the Instructions to Bidders]



### STATE BANK OF PAKISTAN

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

#### **Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Goods, Services & Works**

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

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

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

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

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