

**Bidding Document**  
**for**  
**Supply and Installation of Multimedia Projector**  
**at the**  
**Auditorium of National Institute of Banking & Finance,**  
**Islamabad**

**State Bank of Pakistan, Karachi**

**August 2010**

## 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 invitation to Quotation. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

Section I	Invitation to Quote
Section II	Instruction for Preparing Quotations
Section III	Schedule of Requirements/Specifications
Section IV	Form of Quotation
Section V	Manufacturer's Authorization Form
Section VI	Form of Contract Agreement
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract

**Section I**  
**Invitation for Quotations (IFQ)**

BSSD (Proc) / 949 / F-2(OE-MMP-NIBAF-2010)

August 18, 2010

1. The State Bank of Pakistan (SBP) intends to undertake “**Supply and Installation of Multimedia Projector at NIBAF, Islamabad**” Sealed quotations are therefore invited from Sales and Income Tax Registered Authorized Dealers/Distributors of OEM. Minimum required Specifications and Schedule of Requirements are given in Section III of this document.
2. 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 PPR-2004 that meet the following criteria:
  - Bidders must have at least five years of experience in selling and commissioning systems of similar nature (as mentioned above) with verifiable documentary evidence and must possess valid dealership certificate.
  - Must be registered with national tax / General Sales Tax authorities.
3. The bidders are requested to give their best prices, as there will not be any post bid negotiation. The rates quoted must remain valid for a period of sixty days after opening date. All Quotations must be provided on the given format (Form of Quotation) and accompanied with a Security of 2 % of the quoted price.
4. Adequate technical details / specs and catalogue, brochures, other printed materials or pertinent information for the item quoted must also be provided with.
6. Bidder may also quote the rates of consumables and assure its continuous supply and at least one year warranty of the quoted product.
7. Quotations must be delivered on or before **September 07, 2010** at 10.00 hours. Quotations will be opened in the presence of bidders’ representatives who choose to attend at 10.30 Hours, same day at the Conference Room, 10<sup>th</sup> Floor, State Bank of Pakistan, I. I Chundrigar Road Karachi.

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## Section II

### Instructions for Preparing Quotations

1. **Scope of Procurement:** Business Support Services Department, as the representative of purchaser, invites Quotations for procurement of one “Supply and Installation of Multimedia Projector at NIBAF, Islamabad” as per Technical Specifications and Schedule of Requirements as provided in the Section III of this document.
2. **Eligibility to Bid:** Authorized Dealers duly registered with tax authorities are eligible to participate, if they are also:
  - a) Enclose proof of registration with the Income Tax Department and Sales Tax Department with the quotations. (Failure to enclose these documents would result in rejection of Quotations)
  - b) Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004
  - c) Submit only one Quotation, either individually, or as a partner in a joint venture. All quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract. However options for different brands can be quoted.
  - d) Enclose attested copy of valid Dealership Certificate
3. **Qualification of the Bidder:** To qualify for award of the Contract, a Bidder must meet the following criteria:
  - a) Bidders must have at least five years of experience in selling products of similar nature, with verifiable documentary evidence.
  - b) A valid Authorized Dealership Certificate and Registration with tax authorities.
4. **Contents of Bidding Documents:** This Bidding Document comprises the following sections:

Section I	Invitation for Quotations
Section II	Instruction for Preparing Quotations
Section III	Schedule of Requirements/Specifications
Section IV	Form of Quotation
Section V	Manufacturer’s Authorization Form
Section VI	Form of Contract Agreement,
Section VII	General Conditions of Contract - GCC
Section VIII	Special Conditions of Contract – SCC
6. **Documents Comprising the Quotations:** The Quotations submitted by the Bidder shall comprise the following documents:
  - (i) Form of Quotation (as per attached format)
  - (ii) Qualification and Experience Information
  - (iii) Copies of Taxation Documents
  - (iv) Manufacturer’s Authorization / Valid Dealership Certificate
7. **Quotation:** The Contract shall be for the procurement as described in Section III (Specifications) and shall be based on the unit and total price for fixed unit rate contract, **inclusive of Taxes (GST, WHT etc)**. Prices shall be quoted entirely in Pak Rupees. All duties, taxes and other levies payable by the Bidder under the Contract or any other cause, as of the date fifteen (15) calendar days prior to the deadline for the submission of Quotations, shall be included in the rates, prices, and total Bids submitted by the Bidder.
8. **Validity of Quotation:** The price Quotation shall remain valid for the period of sixty (60) calendar days counted from the date of submission of the quotations specified in Clause 11 below. The Purchaser may request the Bidders to extend the period of validity for a specified additional period. The Purchaser’s request and the Bidders’ responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Quotation validity in which case he may withdraw his Quotation without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Quotation.
9. **Language of the Quotation:** All documents relating to the Quotation and contract shall be in the English language.
10. **Preparation and Sealing of Quotation:** The Bidder shall prepare one original of the documents comprising the Price Quotation as described in Clause 6 above, with the Form of Quotation, and clearly marked “Original”. In addition, the Bidder shall also submit one copy, which shall be clearly marked as

**“COPY”**. In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Quotation shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Quotation where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Quotation. Sealed Quotation shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for tender opening as defined in Clause 7 of Invitation to Quotation. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Quotation.

11. **Place and Deadline for Submission of Quotation:** The Quotation shall be delivered to the Purchaser NO LATER than the date, time and address already mentioned in the Invitation to Quotation. Any Quotation received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. **Modification and Withdrawal of Quotation:** No Quotation shall be modified after the deadline for submission of Quotation specified above in Clause 11. Withdrawal of a Quotation between the deadline for submission of Quotation and the expiration of the validity of the Quotation as specified in Clause 8 above will result in the Bidder being excluded from the list of Bidders for a period of two years.

13. **Opening of Quotations:** The Purchaser will open the Quotation, including modifications, in the presence of the Bidders’ representatives who choose to attend, at the time, date, and in the place specified in Paragraph 6 of the Invitation to Quotation. The Bidders’ names, the Quotation (Bid) prices, the total amount of each Quotation (Bid), any discounts, and Quotation modifications and withdrawals will be announced by the Purchaser at the Quotation opening.

14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Quotation and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the evaluation would be made known in reasonable time.

15. **Evaluation and Comparison of Quotations:** The Purchaser will award the Contract to the Bidder whose Quotation has been determined to be substantially responsive to the proposal documents and who has offered the lowest evaluated Quotation. In evaluating the Quotation, the Purchaser will determine for each proposal the evaluated Quotation by adjusting the Quotation by making any correction for any arithmetic errors as follows:

- (a) where, there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (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;
- (c) if a Bidder refuses to accept the correction, his Quotation will be rejected.

16. **Purchaser’s Right to Accept Any Quotation and to Reject any or all Quotation:** The Purchaser reserves the right to accept or reject any Quotation, and to cancel the process of competition and reject all Quotation, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser’s decision.

17. **Purchaser’s Right to Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease quantities of supplies

18. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time, Bidders are instructed not to approach the Purchaser after opening of Quotations until the finalization of award. The Bidder whose Quotation has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Quotation by registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply, installation, and commissioning of the Supplies by the Bidder as prescribed by the Contract. The written notification of award will constitute the formation of the Contract.

19. **Quotation Submitted without “Form of Quotation” will be rejected.**

**Section III**  
**Specifications and Schedule of Requirements**

**A. Multimedia Projector with cabling and Ceiling Mount installation for NIBAF Auditorium**

<b>Resolution Type</b>	SXGA / UXGA /WXGA
<b>Luminosity (Standard)</b>	3500 lumens or above
<b>Inputs / Connection</b>	RGB, HDMI, S-Video, Composite/Audio RCA, Component BNC, DVI, Wi-Fi, Mini Stereo
<b>Display Type</b>	LCD/ DLP / 3LCD
<b>Video Compatibility</b>	NTSC, PAL, SECAM, HDTV
<b>Lamp life</b>	5000 hrs. or above
<b>Colors</b>	16 M or higher
<b>Projection</b>	Front ( <i>Ceiling Mount</i> )
<b>Lens and Throw Distance</b>	1.25:1 or above
<b>Switching</b>	Quick off / Edge Blending Capability
<b>Warranty</b>	One Year Free Parts including Lamp

**Delivery Schedule:** Supplies and Installation must be completed within 2 weeks after receipt of Award Notification (Work Order)

**Delivery Site:** Auditorium, National Institute of Banking & Finance, Pitras Bukhari Road, Sector H-8/1, Islamabad.

**Warranty:** Provide Maintenance Support during the warranty period, inclusive of replacement of defective parts/lamp.

**Note:** **Warranty must covers replacement of the lamp/defective parts within 3 working days.**

**Section IV**  
**Form of Quotation**

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

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

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

\_\_\_\_\_

We offer to execute the Contract for "Supply and Installation of Multimedia Projector at NIBAF, Islamabad" 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 receipt of Work Order.

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 Number, if any \_\_\_\_\_

**Section V**  
**Manufacturer's Authorization Form**

*Provide valid Dealership/Authorization Certificate from the Manufacturer*

**Section VI**  
**Form of Contract Agreement**

This CONTRACT (hereinafter called the "Contract") is made this [day] day of the month of \_\_\_\_\_, 2010, between, State Bank of Pakistan, Karachi (hereinafter called the "Bank") on the one hand, and \_\_\_\_\_ (hereinafter called the "Supplier") on the other hand,

**WHEREAS**

- (a) the Bank has requested the Supplier to provide certain Supplies as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Supplies");
- (b) the Supplier, having represented to the Bank that they have the required professional skills, and personnel and technical resources, have agreed to provide the Supplies on the terms and conditions set forth in this Contract at a lump sum contract price of Rs. 1,198,000/- for eight months duration.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Form of Quotation
  - (e) The Specifications

and the following appendices:

- Award Notification
- Appendix A: Description of the Supplies

- 2. The mutual rights and obligations of the Bank and the Supplier shall be as set forth in the Contract, in particular:
  - (a) The Supplier shall carry out the Supplies in accordance with the provisions of the Contract; and
  - (b) The Bank shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of State Bank of Pakistan, Karachi

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
*[Insert name of the Supplier].*

\_\_\_\_\_  
*[Supplier's Authorized Representative]*

## Section-VII General Conditions of Contract (CC)

1. **Definitions:** Boldface type is used to identify the defined terms
  - (a) **The Contract** is the Contract between the Purchaser and the Supplier to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
  - (b) The Purchaser” means the organization purchasing the Goods, as named in Form of Contract
  - (c) **The Supplier** is a person or corporate body whose Bid to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
  - (d) **The Supplier’s Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Supplier to the Purchaser.
  - (e) **The Contract Price** is the price stated in the Award Notification (Work Order) and thereafter as adjusted in accordance with the provisions of the Contract.
  - (f) **Days** are calendar days; **months** are calendar months.
  - (g) **A Defect** is any part of the Supplies not completed in accordance with the Contract.
  - (h) **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
  - (i) **The Site** is stated in SCC: where supplies are to be made on working day except holidays at Supplier’s expense
2. **Scope.** The Supplier would provide supplies on the basis of supplies listed at Appendix-I, or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract.
4. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC.
5. **Performance Security:**
  - 5.1 Within twenty (10) days of receipt of the Award Notification (Work Order), the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC which shall remain valid till the expiry of the warranty period.
  - 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
  - 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee issued by a reputable bank located in the Purchaser’s country, in the form provided in the bidding documents
  - 5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
6. **Payments.** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
  - 6.1 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and upon fulfillment of other obligations stipulated in the Contract.
  - 6.2 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
7. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract.
8. **Price Adjustment.** Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Quotation, with the exception of any price adjustments authorized in SCC.
9. **Change Orders**

- 9.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) quantities, or specifications;
  - (c) the place of delivery and installation
- 9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 10. Amendment.** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
- 11. Warranty.**
- 11.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 11.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC
- 12 Inspections & Tests**
- 12.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 12.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, to the inspectors at no charge to the Purchaser.
- 13. Supplier's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.
- 14. Liquidated Damages.** Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Supplies within the 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 the percentage specified in SCC of the delivered price of the delayed Goods for each week or part thereof 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 pursuant to GCC Clause 24
- 15. Quality of Supplies & Penalties:** No variation in quality/substance etc. from approved sample will be allowed. In case of delayed/defective supply or non-supply, a suitable penalty will be imposed or Purchased Order would be cancelled in part or in full. The Purchaser will recover the cost of items with substandard quality i.e. other than original/ genuine quality, from Performance Security. The name of such Suppliers may also be posted on website of the Bank for information of all Procuring Agencies
- 16. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.
- 17 Termination.**
- 17.1 Termination for Default. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract;  
or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

17.2 **Termination for Convenience** .The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective

18. **Resolution of Disputes.** The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement

## Section VIII Special Conditions of Contract

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 (i)—The Purchaser's site is: State Bank of Pakistan, Karachi

**2. Applicable Law & Language (GCC Clause 4)**

GCC 4- The other legislative requirements are as follows:

**The Employment of Children (ECA) Act 1991**

**The Bonded Labour System (Abolition) Act of 1992**

**The Factories Act 1934**

**3. Performance Security (GCC Clause 5) For items 1 and 3**

GCC5.1—the amount of performance security, as a percentage of the Contract Price, shall be: **5 %** of the Contract Price.

**4. Payment (GCC Clause 6)**

**Payment for Goods supplied:**

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

- (i) **On Shipment:** 100 percent after delivery and successful installation & functioning of equipment upon Acceptance Certificate issued by the Purchaser (NIBAF).

**5. Price Adjustment (GCC Clause 8)**

GCC 8—Prices shall be adjusted if following conditions exists:

Change in legislation insofar it directly impacts the prices from the level they existed 15 days prior to the Quotation opening

**6. Warranty (GCC Clause 11)**

*Sample provision*

*GCC 11.2—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:*

- (a) *make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 12,*

**7. Liquidated Damages (GCC Clause 14)**

GCC 14—Applicable rate: One-half (0.5) percent per week

Maximum deduction: Ten (10) percent of the Contract Price