



Bidding Documents

For

**Alternate Methods of Bidding
As per Rule 42¹**

Symantec End Point Protection (Anti Virus Software)-Renewal of Licenses, Maintenance and Support

[December, 2011]

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¹ Except Rules 42(a) , (b) and (c)

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 bid. Use of these documents is mandatory for either open or limited bidding. This document would generally be used for procurement of goods.

Document comprises of the Sections listed below:

Section I	Invitation for Bid (IFB)
Section II	Instruction for Bidders (ITB)
Section III	Bid Data Sheets (BDS)
Section IV	Technical Specification
Section V	Schedule of Supplies
Section VI	Sample Forms
Section VII	Form of Contract
Section VIII	General Conditions of Contract (GCC)
Section IX	Special Conditions of Contract (SCC)

Section I. Invitation for Bids (IFB)

Date: 20 December, 2011

IFB No: GSD.(Proc)/ 4340 /IT Symantec-AV)/2011

1. The State Bank of Pakistan (SBP) intends to renew following licensed software products for its Information Systems & Technology Department.

2. State Bank of Pakistan now invites sealed bids from tax registered eligible Bidders for “*Symantec End Point Protection (Anti Virus Software)-Renewal of Licenses, Maintenance and Support*” tabulated as under:

Description	Qty	Requirement
Symantec Endpoint Protection (Renewal and Essential Support)	4010	Renewal of all licenses & support up to 31 st March, 2013

3. Bidding will be conducted using the Negotiated Tendering procedures in accordance with Rule 42 d (ii) 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 an authorized Agent /Partner of the manufacturer of required software in Pakistan; with a currently valid authorization certificate, with a minimum of three (3) years of experience. Manufacturer/Supplier should have a documented track of completing at least three (3) similar assignments during last 5 (five) years, involving the supply, installation, and provision of technical support for procurement of a comparable scale. They should have adequate current assets; at least three (3) times the amount of bid and sale volume of at least Rs.10 million in any of last 5 years. The interested bidder should have verifiable support services set-up manned by experts with recognized certification. Bidder must be registered with Income Tax and Sales Tax Department. Copy of certificate should be enclosed along with bid.

4. Bidders will submit quotations of COMPLETE CONTRACT, evaluation of bid and contract award will be done accordingly.

5. 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 ninety days after opening of tenders.

6 All bids must be accompanied by a bid security of not less than 2% of the bid price. If items specified in technical specifications are quoted as options, the cost of highest option would be used to calculate the bid security. **Late bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.** Bid with material deviation exception, objection, conditionality, or reservation; shall also be rejected.

7. Interested eligible Bidders may acquire further information and obtain the bidding documents without any charges on the submission of a written application to the address mentioned below. The bidding documents can also be downloaded from PPRA and SBP websites as well.

8. Bids must be delivered to the address below on or before **Tuesday, January 10, 2012 at 1100 Hours**. Bids will be opened in the presence of bidders’ representatives who choose to attend at **1130 Hours** same day at Conference Room, General Services Department 4th Floor Subsidiary House, I.I Chundrigar Road, State Bank of Pakistan, Karachi –Pakistan

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Section II.

Instruction for Bid (ITB)

Section I. Invitation for Bids (IFB)	3
Section II.	4
Instruction for Bid (ITB)	4
A. Introduction	5
1. Definitions	5
B. The Bidding Documents	10
C. Preparation of Bids	11
D. Submission of Bids	16
E. Opening and Evaluation of Bids	16
F. Award of Contract	18
Section III. Bid Data Sheet	
Section IV. Specification	23
Section V Schedule of Supplies	24
Section VI	25
Sample Forms	25
Commercial Compliance	29
Section VII	35
Contract Form	35

Instructions to Bidders

A. Introduction

1. Definitions

- a. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan
- b. “Bank” means the State Bank of Pakistan, Karachi.
- c. Comparable Experience means the experience in providing goods comparable to the ones being solicited through this procurement
- d. “Documentary Evidence” means copies of Notification of Award/Contract Agreement/Audited Financial Statements Authorization Certificate/Curriculum Vitae and or any other documents required to evaluate bid
- e. “Purchaser” means the nominee of Bank which can be designated Department/ Division/Unit or person within the Bank with which the selected Service Providers signs the Contract for the Services.
- f. Supplier” means any entity or person that may provide goods under the Contract.
- g. “Contract” means the Contract to be signed by the Parties and all the attached documents listed therein.
- h. “Bid Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions.
- i. “Day” means calendar day.
- j. “Government” means the Federal Government of Islamic Republic of Pakistan
- k. Indefinite Quantity and Indefinite Delivery Contracts means contract model whereby successful bidder would provide goods; on need basis, along with associated services on multi year basis. For each requirement Bank will issue a Job Order. Supplier will complete the supplies and accordingly payments will be made.
- l. “Instructions to Bidders” (Section 2 of the SBD) means the document which bidders with all information needed to prepare their bids .
- m. In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.
- n. “Intellectual Property Rights” means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.
- o. “Negotiated Tendering’ bidding procedures as per Rule 42 (d) of PPR-2004

2.Purchaser

- 2.1 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 Invitation for Bids is issued

2.2 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

3. Eligible Bidders

3.2 National firms duly registered with relevant tax and other authorities required under Federal Government's rules, laws, statutes or relevant instructions; consistent with PPR 2004, or instructions contained in this document and firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government meeting the eligibility criteria for Negotiated Tendering

3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods to be purchased under this Invitation for Bids.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with Rule 2 (f) and 19 of Public Procurement Rules 2004

3.4 Should not have a consistent history of litigation, current or during the last five years,

3.5 Should meet all the eligibility conditions as defined in BDS

4. Code of Conduct

It is the Bank's policy to require that Consultant/ Service Providers, Suppliers, and Contractor Providers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in PPR2004 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

- 4.1 Under Rule 19 of PPR-2004, “The Bank can interalia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

Nature of Offense/Fault	Means of Verification	Proposed Action under Rule 19
Corruption	Actual instance verifiable as per law of land and SBP Regulations	Permanent debarment and blacklisting. To be publicized on SBP and PPRA websites
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Service Provider/	Debarment and blacklisting for 3-5 years [depending on severity of fraud, and blacklisting to be publicized on SBP and PPRA websites
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion	Debarment and blacklisting for 3 years. To be publicized on SBP and PPRA websites
Performance Deficiencies	Documented evidence in form of liquidated damages or notices of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Service Provider	Debarment for 1-2 years [depending on severity of non-performance. To be blacklisted for procurements during the period of debarment.

However such barring action shall be undertaken only after contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard.

- 4.2 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Purchaser and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 4.3 Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any **discriminatory and difficult conditions**, introduced by Purchaser which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Purchaser may describe exceptions or preferences consistent with Rule 4 of PPR-2004.
- 4.4 Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank
- 4.5 Bank's policy requires that selected provide professional, objective, and impartial advice, supplies and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 4.6 Without limitation on the generality of the foregoing, bidders , and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (a) A bidder that has been engaged by the Bank to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly

related to the firm's consulting services for such preparation or implementation.

- (b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
- (c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank.
- (d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Consultant/ Service Providers as part of bid.

5. Eligible Goods and Services

5.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.

5.2 For purposes of this clause, "origin" means the place where the Equipment are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.3 The origin of goods and services is distinct from the nationality of the Bidder.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or

liable for those costs, Regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

7. Content of Bidding Documents

7.1 In accordance with Rule 23 of PPRA 2004 the equipment required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

presumption

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) Technical Specifications
- (d) Schedule of Supplies
- (e) Bid Form and Price Schedules
- (f) Bid Security Form
- (g) Performance Security Form
- (h) Manufacturer's Authorization Form
- (i) Integrity Pact
- (j) Contract Form
- (k) General Conditions of Contract (GCC)
- (l) Special Conditions of Contract (SCC)

7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7.3 Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids

8. Clarification of Bidding Documents

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 21.1. 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.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones, once the bids are opened no amendments can be

made in the bidding document.

C. Preparation of Bids

- 10. 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.
- 11. Documents Comprising the Bid**
- 11.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13.
 - (b) documentary evidence established in accordance with ITB Clause 15 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 16 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 17.
- 12. Bid Form** The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, its country of origin, quantity, and prices.
- 13. Bid Prices & Taxes**
- 13.1 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
- 13.2 The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of *Inco terms* published by the International Chamber of Commerce, Paris.

13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 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.

13.4 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 non-responsive and will be rejected, pursuant to ITB Clause 26. 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.

13.5 The bidders will be subject to all admissible duties and taxes etc unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder. Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.

13.6 Bids are required to be inclusive of all applicable taxes. If a bidder submits a bid exclusive of taxes it will consider to be inclusive of all taxes.

14. Bid Currencies

Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

15. Documents Establishing Bidder's Eligibility and Qualification

15.1 Pursuant to ITB Clause 11, 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.

15.2 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 3.

15.3 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 equipment 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.

**16. Documents
Establishing Goods'
Eligibility and
Conformity to
Bidding Documents**

16.1 Pursuant to ITB Clause 15, 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.

16.2 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.

16.3 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 equipment 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.

(d) generally for IT procurements and whenever applicable for any other procurements of goods, the bidder will assure on behalf of principal manufacturer that the goods supplied are not under any "End-of-Life" or "End-of-Sale" consideration by the manufacturer or principal and the bidder will submit from the principal an assurance on the continuity of warranty and after warranty support for minimum of 7 years from the date of purchase of the goods. Where specialist hardware and third party software is required, bidders should comment on how the continuity of service is ensured in the event of:

- Obsolescence of hardware items or any of the component parts
- Unavailability of hardware
- Unavailability of second or third level support services

from developers of third party software items.

- The bidder will provide product registration through Internet/website of the manufacturer to confirm the accessibility of relevant information and technical assistance directly from the principal or manufacturer if needed

16.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(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

17. Bid Security

17.1 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 in Pakistan approved by Purchaser;

(b) 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;

(c) be payable promptly upon written demand by the Purchaser;

(d) be submitted in its original form; copies will not be accepted;

(e) 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 18.2.

17.2 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.

17.3 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 18.

17.4 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.

17.5 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 Bid Form; 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.

(c) in the case of a successful Bidder, if the Bidder fails.

(i) to sign the contract in accordance with ITB Clause 35;

or

(ii) to furnish performance security in accordance with ITB Clause 36.

18.Period of Validity of Bids

18.1 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 24. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

18.2 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 17 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.

19.Format and Signing of Bid

19.1 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.

19.2 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 unamended printed literature, shall be initialed by the person or persons signing the bid.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

19.4 The Bidder shall furnish information as described in the Form of Bid 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

20. Sealing and Marking of Bids

20.1 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],”.

20.2 If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

21.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, 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.

22. Late Bids

22.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

23.2 No bid may be modified after the deadline for submission of bids.

23.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 17.5.

E. Opening and Evaluation of Bids

24. Opening of Bids by the Purchaser

24.1 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.

24.2 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 22.

25. Clarification of Bids

25.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

26. Preliminary Examination

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy in quantities between bid and the quantities stated at Price Schedule as per Form-2 Section VI hereto, the quantities at Price Schedule will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

26.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, pursuant to ITB Clause 27 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Applicable Law (GCC Clause 29), and Taxes and Duties (GCC Clause 31), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

26.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

27. Evaluation and Comparison of Bids

The bids determined to be responsive through preliminary evaluation pursuant to ITB 26 shall be evaluated in detail. Upon commercial and technical compliance stated in the bidding documents Forms III and IV of Section VI. The Purchaser will award the Contract to the Bidder

who has offered the lowest evaluated cost.

28. Contacting the Purchaser

28.1 Subject to ITB Clause 25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award Criteria

Subject to ITB Clause 29, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive based on the evaluation criteria and has offered the lowest cost, emerged as a lowest evaluated bid. Provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

31. Purchaser's Right to Vary Quantities at Time of Award

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. Purchaser's Right to Accept any Bid and to Reject any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, to be confirmed

in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

34 Disqualification prior to Contract Signing

34.1 If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if a supplier or contractor has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a contractor or a supplier if the conditions of his qualification are invalidated the next lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (l). For rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Bank shall be obtained.

34.2 This process conforms to Rule 4 of PPR-2004 which requires "the procurement process to be efficient and economical". Re-starting the process will be inconsistent with foregoing.

35. Signing of Contract

35.1 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.

35.2 Within twenty four (24) 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.

36. Performance Security

36.1 Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

37. Confidentiality

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any

bidders of confidential information related to the process may result in the rejection of its bid.

**38.Overriding Effect
of PPR-2004**

Whenever in conflict with these documents the stipulation of PPR-2004 as internally adopted by Bank shall prevail

Section III. 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). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 2.1	Name of Purchaser: State Bank of Pakistan
ITB 2.2	Name of Contract: “ <i>Symantec End Point Protection (Anti Virus Software)-Renewal of Licenses, Maintenance and Support</i> ”
ITB 8.1	Purchaser’s Address: General Services Department Procurement Division State Bank of Pakistan – SBP BSC 4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan Telephone No: 92-21-99221174 Facsimile: 92-21-99218175
Bid Price and Currency	
ITB 13.4	Prices quoted by the Bidder shall be “ <i>fixed;</i> ” However any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for
Preparation and Submission of Bids	
ITB 15.3 (d)	Minimum Qualification Criteria: Bidders must be a Manufacturer or an authorized Agent /Partner of the manufacturer of required software in Pakistan; with a currently valid authorization certificate, with a minimum of three (3) years of experience. Manufacturer/Supplier should have a documented track of completing at least three (3) similar assignments during last 5 (five) years, involving the supply, installation, and provision of technical support for procurement of a comparable scale. They should have adequate current assets; at least three (3) times the amount of bid and sale volume of at least Rs.10 million in any of last 5 years. The interested bidder should have verifiable support services set-up manned by experts with recognized certification. Bidder must be registered with Income Tax and Sales Tax Department. Copy of certificate should be enclosed along with bid.
ITB 17.1	Amount of bid security. 2% of Bid Price
ITB 18.1	Bid validity period. 90 days
ITB 19.1	Number of copies: One original and one copy
ITB 20.1	Address for bid submission. General Services Department Procurement Division State Bank of Pakistan (SBP BSC) 4 th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan Telephone No: 92-21-99221174 Facsimile: 92-21-99218175
ITB 21.1	Deadline for bid submission. Tuesday, January 10, 2012 at 1100 Hours
ITB 24.1	Time, date, and place for bid opening. Tuesday, January 10, 2012 at 1130 Hours Conference Room, General Services Department

	Procurement Division State Bank of Pakistan (SBP BSC) 4 th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan
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Section IV. Technical Specification

Technical Specifications

Following table provides the technical specifications and required quantities.

Product	Qty	Renewal ID	Requirement
Symantec Endpoint Protection	3160	RNW587-919-013	Renewal of all licenses & support up to 31 st March, 2013 under single SKU
	750	RNW574-769-490	
	100	RNW563-641-081	

Scope of Services

The supplier's scope of the services includes:

1. Renewal of licenses and support as per the requirement given in the "Technical Specifications".
2. 24x7 Essential Support, maintenance and upgrade coverage from Symantec Corporation for every component of the proposed solution.
3. Local support by Symantec partners including Installation and upgrade of existing Antivirus Setup as and when needed.

Section V Schedule of Supplies

S. No	Activity	Schedule
1.	Delivery of the Items	Within 08 weeks from the Notification of the Award of contract.
2.	Installations and upgrade (if required)	During support coverage period
3.	Integration & Testing (if required)	During support coverage period

Section VI.

Sample Forms

Notes on the Sample Forms.

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 12.1 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 17.1.

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 13 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to GCC Clause 16, spare parts pursuant to GCC Clause 14, or quantity variations pursuant to ITB Clause 31. 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.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 15.3.

1. Form I.

Bid Form

Date: _____

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC
4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2011_____.

[signature] _____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of ____

Form-II

Price Schedule in Pak. Rupees

Name of Bidder _____. IFB Number _____. Page . of ____

Cost of Supplies:

S.#	Description	Qty	Cost
1.	Symantec Endpoint Protection Renewal and Essential Support till 31-03-2013	4010	

Cost of Local Partner Support:

S.#	Description	Coverage Period	Cost
1	Per month onsite technical support for 4010 Licenses by Symantec local partner	From date of signing of contract till 31-03-2013	

Signature of Bidder: _____

Note:

- i. In case of discrepancy between unit price and total, the unit price shall prevail.*
- ii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.*
- iii. Prices should be inclusive of all applicable taxes and duties.*

Form-III

Technical Compliance

Technical Requirement

S:No	License Description	Qty	Bidder Assessment (Y/N)	Reference in the Bid	SBP 's Assessment (Y/N)
1	Symantec Endpoint Protection Renewal and Essential Support	4010			

Form-IV

Commercial Profile / Bidder's Capacity Assessment

Commercial Compliance

Eligibility / Qualification Criteria	Document for reference / evidence	Y/N	Ref in the Bid
Manufacturer or an Authorized Agent / Partner with currently valid authorization certificate	Currently Valid Authorization certificate of OEM		
Minimum of three (3) years of experience in the relevant field.	Certificate of incorporation of the firm, with any proof of being in this business for at least three (3) years		
Documented track of completing at least three (3) similar assignments during last 5 (five) years involving the supply, installation, and provision of technical support for procurement of a comparable scale	Please attach a list of three (3) similar assignments, along with copies of purchase orders/work order during last five (5) years *Annex-A to Form-IV		
Current assets; at least three (3) times the amount of bid	Please attach any of the latest balance sheet reference showing this eligibility		
Sale volume of at least Rs.10 million in any of last 5 years	Please attach any of the Profit & Loss (Income Statement) reference showing this eligibility during last 5 -years		
NTN	Attach copy of valid NTN certificate		
GST Number	Attach copy of valid GST certificate		

Annex-A to Form-IV

Experience of Similar* Supply and Installation

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date

Experience of Similar Maintenance & Support

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date

2. Bid Security Form (Bank Guarantee).

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

Beneficiary: *[insert: Name and Address of Bank]*

Date: *[insert: date]*

BID GUARANTEE No.: *[insert: Bid Guarantee Number]*

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

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 IFB; 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.

[signature(s)]

(Printed name and title)

(Printed name and title)

3. Performance Security Form (N/A)

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC
4th Floor Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan

WHEREAS [*name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 2011 _____ 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 _____ 2011 _____.

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

4. Manufacturer's Authorization Form

[See Clause 15.3 (a) of the Instructions to Bidders]

To: *[name of the Purchaser]*

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 IFB No. *[Reference of the Invitation to Bid]* 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 Invitation for Bids.

[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.

5. Integrity Pact



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.

Section VII.

Form of Contract

FORM OF CONTRACT AGREEMENT

Contract Form

THIS AGREEMENT made the ____ day of _____ 2011 ____ 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., [Tile of Procurement. 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.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
Appendix1: Service Level Agreement
Appendix2: Supplier Representatives
Appendix3: Technical Requirements
Appendix4: Schedule of Requirement
Appendix5: Supplier’s Bid
Appendix6: Notification of Award
Appendix7: Acceptance Letter
Appendix8: Performance Security
Appendix9: 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)

Witness 1:

Witness 2:

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

Witness 1:

Witness 2:

Section VIII.
General Conditions of Contract

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Purchaser” means the State Bank of Pakistan interchangeably referred to as Bank, purchasing Goods, as named in SCC.

(h) “The Islamic Republic of Pakistan” is the country named in SCC.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The State Bank” means the State Bank of Pakistan established under SBP Act 1956

(k) “The Project Site,” where applicable, means the place or places named in SCC.

(l) “Day” means calendar day.

- 2. Application** These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 5.3 The Bidder shall permit the Bank to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Bidder, if so required.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or

industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.

7. Performance Security

7.1 Within twenty (20) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 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.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

7.4 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.

8. Inspections and Tests

8.1 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.

8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 - Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is

required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Supplier's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if

not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14.Spare Parts

14.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15.Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired 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.

15.2 This warranty shall remain valid for period stated in Special Conditions 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

15.3 If the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is beyond 01 year (e.g. 2, 3 or unlimited years), then the supplier will clearly identify the respective warranty periods against all such product in its proposal.

15.4 However, if the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is less than 01 year (e.g. 3 months), then supplier will clearly identify the options, services and cost associated in purchasing the extended warranty/maintenance

service for up to 01 year on all such products in its proposal.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 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 Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 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.

16.4 The currency of payment is Pak. Rupees.

17. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 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 thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments Subject to GCC Clause 18, no variation in or modification of the

terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services 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 or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to

GCC Clause 24.

24. Termination for

24.1 The Purchaser, without prejudice to any other remedy for

Default

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 within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; 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 in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Convenience

27.1 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.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Resolution of Disputes

27.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

27.2 Dispute Settlement

27.2.1 If any dispute arises between the Client and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 28 days of the notification of disagreement of one party to the other.

27.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

27.2.3 The arbitration shall be conducted in accordance with the Arbitration Act of 1940.

27.3 Arbitration

- a) Any controversy or claim arising out of or relating to this contract, or the breach thereof, is not settled within 45 days after initiation of the process of amicable settlement or mediation shall then be settled by arbitration administered by the Arbitration Rules of 1940, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- b) For contracts estimated to cost Rs 50 million or more a more elaborate procedure will be employed whereby following provisions will be provided in contract agreement.
- c) Selection of Arbitrator(s): Ideally a single arbitrator nominated with consensus of both parties. He/she shall have qualifications relevant to the contract and his/her appointment shall not violate any provisions regarding Conflict of Interest.

Arbitrator(s)'s compensation be allocated equally between the parties. Matters regarding compensation to be settled at the time of selection of Arbitrator.

d) Conditions Precedent to Arbitration: Exhaustion of all steps preceding arbitration i.e. amicable settlement and mediation.

e) Discovery: Discovery is the process by which information is exchanged between the parties. This process includes exchange of documents and depositions of persons who have knowledge of the dispute. Following provision shall be made "*Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed.*"

f) Duration of Arbitration Proceeding: For contracts with less than 50% contract period left at the onset of arbitration proceedings shall be settled within 14 days. While with contracts with more than 50% contract period shall be settled in maximum of 28 days.

g) Awards/Remedies: Sample Provisos clauses dealing with awards and remedies follow:

The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

or

In no event shall an award exceed the amount of the claim by either party.

or

The award shall be limited to the amount either claimed or counterclaimed. There shall be no punitive or consequential damages.

or

Any award shall be limited to monetary damages and shall include no injunction order for specific performance or direction to any party other than the direction to pay a monetary amount.

h) Confidentiality: Process to remain confidential.

i) International Provisions: When dealing with disputes involving parties from different countries, it is desirable to specify means and methods of dispute resolution in the contract.

- 28. Governing Language** The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 29. Applicable Law** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
- 30. Notices**
- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 31. Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 32. Overriding effect of Public Procurement Rules 2004** In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents
- 33. Effectiveness of Contract and Commencement of Services**
- 33.1 This Contract shall come into effect on the date the Contract is signed by both the parties or such other date as may be stated in the SCC.
- 33.2 The Supplier shall start carrying out the Services from the date the Contract becomes effective, or at such other date as may be specified in the SCC.
- 33.3 Unless terminated earlier, the Supplier shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Supplier does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.

Section IX.
Special Conditions of Contract

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 GSD, SBP BSC 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)

Not Required

3. Inspections and Tests (GCC Clause 8)

Not Applicable

4. Delivery and Documents (GCC Clause 10)

GCC 10—If applicable 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(k) G.C.C.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of each package;
- (iii) Delivery note, railway receipt, or truck receipt;
- (iv) Insurance certificate when Supplier is responsible for transportation;
- (v) Warranty and guarantee certificate;
- (vi) Certificate from the Supplier that correct Goods exactly in accordance with the specifications have been provided.
- (vii) 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.

6. Warranty (GCC Clause 15)

N/A

7. 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:

Bank shall pay the Contract Price to the Supplier in the manner specified below. Except as otherwise noted, all payments shall be made for the portion of the Contract Price corresponding to the goods or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement.

i. On Supply/Delivery

100% of payment shall be made upon supply of required Licenses and Support renewal, after verification from the purchaser.

ii. Local Support Services

Payments shall be made in two (2) equal installments according to the following schedule:

- 1st payment shall be made after August 2012 subject to the verification of satisfactory performance of Support Services from Bank.
- 2nd payment shall be made after March 2013 subject to the verification of satisfactory performance of Support Services from Bank.

8. 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.

9. Liquidated Damages (GCC Clause 23)

GCC23 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.

10. Resolution of Disputes (GCC Clause 27)

GCC 27.1 —The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 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

11. Applicable Law (GCC Clause 29)

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

12. Notices (GCC Clause 30)

GCC 30.1—Purchaser’s address for notice purposes:

Chief Information Officer

Information Systems and Technology Department

6th Floor Main Building

I.I. Chundrigar Road, Karachi.

State Bank of Pakistan

Appendix-1

Service Level Maintenance Agreement

Service Scope

The Supplier shall, provide the supply, installation, and configuration (whereas applicable), and technical support services to the full satisfaction of the Purchaser by assigning properly qualified and competent personnel having related product maintenance experience, state of the art methods and economic principles, and exercising all reasonable means required in ensuring quality services in accordance with this Agreement.

The Supplier will make all reasonable endeavors to provide the above mentioned services within the “Response Time” stated below and to perform the Repair and Replacement Services on or off the Customer’s premises.

Supplier will provide a detail plan availability of manpower as well as service methodology to meet the Purchaser’s requirements in a prompt and most efficient manner within two weeks of signing the contract.

Response and Repair time

- a) The Supplier shall provide support services during working hours (9am to 6pm Monday to Friday).
- b) The Supplier will provide the Purchaser the contact details of Help Desk and will assign Support Account Manager for SBP.
- c) 1st Level Support Service will be provided to the Purchaser troubleshooting on telephone to fix the problem if possible.
- d) 2nd Level Support Service: If problem cannot be resolved through telephonic Support, Supplier will send his assigned engineer to trouble shoot the problem within 04 hours of logging the complaint.
- e) 3rd Level Support Service: If the problem is not resolved at local level, the problem shall be reported to Principal’s (Product Manufacturer) Regional / Head Office and get technical support and resolve the issue with 08 hours of the problem.
- f) In case of failure of any service component covered under the contract, the same shall be recovered to the desired state.
- g) Undertake corrective actions and repairs to rectify such aberration (i.e. hardware failure, software installations, operating system reinstallations, remedies in case of virus attacks/disasters).

Upgrade and patch fixing

The Supplier will provide latest version of firmware/software on Purchaser's request for up gradation purpose free of cost. In case of Bug in Software/firmware patch will be provided by the Supplier or the Supplier will inform Purchaser to get the bug-fix or patch and Supplier shall be responsible for applying, testing and verifying the changes on test / production with the coordination of the Supplier if requested. Upgrade to Latest Version or and patch fixing shall be free for the Purchaser.

Back-to-Back Contract

Supplier shall provide to the Purchaser all the details of Back to back contract with the principals within four weeks of signing this contract. Purchaser shall provide all sort of permissions like security, system access etc in order to provide onsite support after coverage period.

APPENDIX 2.

SUPPLIER'S REPRESENTATIVE

Name: [insert: *name*, or state "*to be nominated within fourteen (14) days of the Effective Date*"]

APPENDIX 3

TECHNICAL REQUIREMENTS

Technical Specifications

Following table provides the technical specifications and required quantities.

Product	Qty	Renewal ID	Requirement
Symantec Endpoint Protection	3160	RNW587-919-013	Renewal of all licenses & support up to 31 st March, 2013 under single SKU
	750	RNW574-769-490	
	100	RNW563-641-081	

Scope of Services

The supplier's scope of the services includes:

1. Renewal of existing licenses and support as per the requirement given in the "Technical Specifications".
2. 24x7 essential support, maintenance and upgrade coverage from Symantec Corporation for every component of the proposed solution.
3. Local support by Symantec partners including Installation and upgrade of existing Antivirus Setup as and when needed.

APPENDIX 4

SCHEDULE OF REQUIREMENT

S. No	Activity	Schedule
1.	Delivery of the Items	Within 08 weeks from the Notification of the Award of contract.
2.	Installations (if required)	During support coverage period
3.	Integration & Testing (if required)	During support coverage period

APPENDIX 5
THE SUPPLIER'S BID

APPENDIX 6

NOTIFICATION OF AWARD

APPENDIX 7
ACCEPTANCE LETTER

APPENDIX 8
PERFORMANCE SECURITY

Integrity Pact



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.