

---

**Standard Bidding Document**

**For**

**Supply & Installation of RAM  
for FUJITSU-SIEMENS Servers**



**General Services Department**  
(Procurement Division)  
State Bank of Pakistan  
Banking Services Corporation

January 2012

---

## **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 all categories of goods.

Document comprises of the Sections listed below:

## **Table of Contents**

Section I	Invitation for Bids (IFB)
Section II	Instructions for Preparing Bid
Section III	Technical Requirements
Section IV	Sample Form
Section V	Evaluation Criteria
Section VI	Form of Contract Agreement
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract



## Section I – Invitation for Bids (IFB)

IFB No: GSD. (Proc)/ 092 /ISTD-FS-RAM)/2012  
January 09, 2012

1. The State Bank of Pakistan (SBP) intends to increase the RAM of its existing five (5) Fujitsu-Siemens Primergy 600S3 Servers at State Bank of Pakistan Karachi.
2. State Bank of Pakistan now invites sealed bids from tax registered eligible Bidders for “**Supply and Installation of RAM for Fujitsu-Siemens Servers**” tabulated as under:

S. No	Item	Specifications	Qty
1.	RAM for Rack mountable servers RX600S3	DDR2-400 PC2-3200 RG ECC (2GB each)	12
2.	RAM for Tower server TX600S3	DDR2-400 PC2-3200 RG ECC (2GB each)	4

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 PPR 2004 that meet the following minimum qualification criteria:

- Bidders must be a Manufacturer / OEM or an Authorized/Registered Partner/Agent firm in Pakistan of the manufacturer/OEM of required equipment.
- Sales Tax (GST) and Income Tax (NTN) registered

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 **Friday, January 27, 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 4<sup>th</sup> Floor Subsidiary House, I.I Chundrigar Road, State Bank of Pakistan, Karachi –Pakistan

**Joint Director**  
Procurement Division  
General Services Department  
State Bank of Pakistan – SBP BSC  
4<sup>th</sup> Floor, Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan  
Telephone No: 92-21-32455373 Facsimile: 92-21-99218175  
[syed.tariq@sbp.org.pk](mailto:syed.tariq@sbp.org.pk)

## **Section II**

### **Instructions for Preparing Bid**

1. **Scope of Procurement:** The General Services Department, SBP-BSC invites Bids for procurement of *Supply and Installation of RAM for Fujitsu-Siemens Servers* as described in the Section III. The successful bidder will be required to supply best quality product as per terms and conditions specified in this bidding document.

2. **Eligibility to Bid:** Suppliers who are Authorized Dealers and duly registered with tax authorities are eligible to participate only if they also:

a) Enclose proof of registration with the Income Tax Department and Sales Tax Department with the Bid. (Failure to enclose these documents would result in rejection of Bid)

b) Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004

c) Submit only one bid, either individually, or as a partner in a joint venture. All Bid submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a Supplier/Service Provider shall meet the requirements specified in the Commercial and Technical compliance in Section V. Bid must be provided along with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in this IFB.

4. **Contents of Bidding Documents:** The set of Bidding Documents comprises the Sections listed below:

Section I	Invitation for Bids (IFB)
Section II	Instructions for Preparing Bid
Section III	Technical Requirements
Section IV	Sample Form
Section V	Evaluation Criteria
Section VI	Form of Contract Agreement
Section VII	General Condition of Contract
Section VIII	Special Condition of Contract

5. **Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:

- i. **Bid Form (as per sample attached)**
- ii. **Qualification and Experience Information**
- iii. **Copies of Taxation Documents**
- iv. **Bid Security**
- v. **Documentary Evidence of Similar Supplies and Experience (if required)**

6. **Bids:** Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder.

7. **Validity of Bid.** The Bid price shall remain valid for the period of **ninety (90)** calendar days counted from the date of submission of the Bid specified in Clause 11 below. The Purchaser may request the Bidders to extend the period of validity for a specified additional

period. The Purchaser's request and the Bidders responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

8. **Language of the Bid:** All documents relating to the Bid and contract shall be in the English language.

9. **Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Price Bid as described in Clause 5 above, with the Form of Bid, and clearly marked "**Original**". In addition, the Bidder shall also submit one copy which shall be clearly marked as "**COPY**". In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB number and the subject as "**Bid for Supply and Installation of RAM for Fujitsu-Siemens Servers**"; shall be addressed to the Purchaser at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

10. **Bid Security:** The amount of Bid Security is **2%** of the bid price payable in the form of a Bank Draft / Payment Order in favor of **State Bank of Pakistan, Banking Services Corporation (Bank), Head Office, Karachi**. Bid Security will stand forfeited in case the successful bidder fail to comply the execution of supply and services.

11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Purchaser **NOT LATER than Friday, January 27, 2012 at 1100 Hours at the address given in IFB**. Any Bid received by the Purchaser after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified above in Clause 11. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7.

13. **Opening of Bid:** The Purchaser will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, on **Friday, January 27, 2012 11.30 a.m. at the address given in IFB**. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Purchaser at the Bid opening.

14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course bidders are advised not to approach Purchaser. Any attempt to influence the process of evaluation will lead to rejection of bid.

15. **Evaluation and Comparison of Bid:** In evaluating the bid, the Purchaser will determine for each proposal the evaluated Bid by adjusting the Bid by making any correction for any arithmetic errors as follows:

a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- c) if a Bidder refuses to accept the correction, his Bid will be rejected.

Conditional, incomplete bid or bid without Bid Security and Bid Form shall not be accepted; Bids received after the closing date and time will also be rejected.

Upon commercial and technical compliance form given at **Evaluation Criteria (Section V)** the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated bid.

**16. 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 cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's decision while complying with PPR-2004.

**17. Purchaser's Right to Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease quantities of supplies complying with PPRA rules.

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

**19. Performance Security:** Within **twenty-one (21)** days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish **5 % Performance Security** of the contract amount as per the specified Performance Security Form provided in the bidding documents.

## Section III

### Technical Requirements

S. No	Item	Specifications	Qty	For Server
1.	<b>RAM for Rack mountable servers RX600S3</b>	DDR2-400 PC2-3200 RG ECC (2GB each)	12	For existing Fujitsu Siemens Primergy RX600S3, Rack mountable, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed
2.	<b>RAM for Tower server TX600S3</b>	DDR2-400 PC2-3200 RG ECC (2GB each)	4	For existing Fujitsu Siemens Primergy TX600S3, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed

#### Scope of Services and Warranty:

The equipment shall bear Standard OEM Fujitsu-Siemens Warranty. The supplier will install the equipment and in case if the equipment found defective, sub-standard or not in conformity with the specification the same will have to be replaced by the supplier at their own cost and risk within 24 hours. State Bank of Pakistan reserves the right to withdraw or cancel the purchase order provided complete delivery is not made by supplier within the stipulated delivery period.

**Section –IV**  
**Sample Forms**

**Bid Form**  
(On firm's letterhead)

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

Joint Director,  
Procurement Division  
General Services Department,  
State Bank of Pakistan,  
SBP Banking Services Corporation,  
4<sup>th</sup> Floor, Subsidiary House,  
I. I. Chundrigar Road,  
Karachi.

Dear Sir:

Having examine the entire contents of bidding documents we offer to execute the Contract for ***“Supply and Installation of RAM for Fujitsu-Siemens Servers”*** in accordance with the Conditions of Contract accompanying this Bid for the Contract

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

If our Bid is accepted, we will obtain the Performance Security in a sum equivalent to five (5) percent of the Contract Price for the due performance, in the form prescribed by the Purchaser.

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.

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

Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_  
Fax Number, if any: \_\_\_\_\_

## Price Schedule Form

### **Cost of Supplies and Installation:**

S.#	Item	Qty	Unit Price	Subtotal(PKR)
01	RAM for Rack mountable servers RX600S3	12		
02	RAM for Tower server TX600S3	04		
<b>Total in (PKR)</b>				

### **Scope of Services and Warranty:**

The equipment shall bear Standard OEM Fujitsu-Siemens Warranty. The supplier will install the equipment and in case if the equipment found defective, sub-standard or not in conformity with the specification the same will have to be replaced by the supplier at their own cost and risk within 24 hours. State Bank of Pakistan reserves the right to withdraw or cancel the purchase order provided complete delivery is not made by supplier within the stipulated delivery period.

**Seal and 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*

## **Schedule of Supplies/Requirements Form**

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

<b>S. No</b>	<b>Activity</b>	<b>Schedule</b>
1.	Delivery of the Items to SBP office	Within 2 weeks from the Purchase Order/ Notification of the Award.
2.	Installations in the servers	As per purchaser request after delivery

**Seal and Signature of Bidder** \_\_\_\_\_

## Manufacturer's Authorization Form

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 11 of the General Conditions of Contract also stated in Special Condition 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.

## Performance Security Form

To:

Joint Director  
Procurement Division  
General Services Department  
State Bank of Pakistan – SBP BSC  
4<sup>th</sup> 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 \_\_\_\_\_ 2012 \_\_\_\_\_ 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 \_\_\_\_\_ 2012 \_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_

**Section –V**  
**Evaluation Criteria**

*Upon commercial and technical compliance Purchaser will award the Contract to the Bidder who has offered the lowest evaluated cost and emerged as a lowest evaluated bid.*

## Commercial Compliance Form

<b>Description</b>	<b>Eligibility / Qualification Criteria</b>	<b>Document for reference</b>	<b>Bidder Assessment (Y/N)</b>	<b>Reference in Bid</b>	<b>SBP Assessment (Y/N)</b>
<b>Company profile</b>	Manufacturer/ OEM	Certificate or Authorization			
	Authorized/Registered Partner/Agent of Manufacturer/ OEM	Letter is Required for partners and agents			
<b>GST No.</b>	GST certificate	Certificate Required			
<b>NTN</b>	NTN certificate	Certificate Required			

## Technical Compliance Form

S. No	Item	Specifications	Bidder Assessment (Y/N)	Reference in the Bid	SBP 's Assessment (Y/N)
1.	<b>RAM for Rack mountable servers RX600S3</b> (For installation in Fujitsu Siemens Primergy RX600S3, Rack mountable, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed)	DDR2-400 PC2-3200 RG ECC (2GB each)			
2.	<b>RAM for Tower server TX600S3</b> (For installation in Fujitsu Siemens Primergy TX600S3, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed)	DDR2-400 PC2-3200 RG ECC (2GB each)			

## **Section VI**

### **Form of Contract Agreement**

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2012 \_\_\_\_\_ 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., [Title 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: Specifications / Requirements  
Appendix2: Schedule of Supplies/Requirement  
Appendix3: Supplier Representatives  
Appendix4: Supplier’s Bid  
Appendix5: Notification of Award  
Appendix6: Acceptance Letter

Appendix7: Performance Security

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.

For and on behalf of State Bank of Pakistan, Karachi.

---

*[Authorized Representative]*

Signed in the Presence of:

Witness-1:

Witness-2:

For and on behalf of the Supplier.

---

*[Authorized Representative]*

Witness 1:

Witness 2:

## **Section-VII**

### **General Conditions of Contract (GCC)**

## General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
  - a. **The Contract** is the Contract between the Purchaser and the Service Provider to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
  - b. **The Purchaser**” means the organization purchasing the Goods, as named in Form of Contract
  - c. **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
  - d. **The Supplier’s Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Supplier to the Purchaser.
  - e. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - f. **Days** are calendar days; **months** are calendar months.
  - g. **A Defect** is any part of the Supplies not completed in accordance with the Contract.
  - h. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Purchaser.
  - i. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Supplier’s expense
2. **Scope.** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
4. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC
5. **Performance Security:**
  - 5.1 Within twenty one (21) days 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.
  - 5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider’s failure to complete its obligations under the Contract.
  - 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee issued by a reputable bank located in the Purchaser’s country, in the form provided in the bidding documents

5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.

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

6.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

**7. Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract

**8. Price Adjustment.** Prices charged by the Supplier for Job delivered 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

## **9. Change Orders**

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

- a. quantities, or specifications;
- b. the place of delivery; and/or

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Purchaser's change order.

**10. Amendment.** Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

## **11. Warranty.**

As specified in the Clause 6 of SCC.

## **12. Inspections & Tests**

12.1 The Purchaser or its representative shall have the right to inspect and/or to test the quality of the services, to confirm their adherence to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted at point of delivery or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Purchaser.

**13. Supplier's Risks.** The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Supplier's risks.

**14. Liquidated Damages.** Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract, timely, 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 performance 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

**15. Quality of Services:** No variation in quality/substance etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier can also be posted on website of the Bank for information of all Procuring Agencies

**16. Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days `notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

## **17 Termination.**

17.1 Termination for Default. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Supplier becomes bankrupt or otherwise insolvent

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

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

**19. Extension of Contract:** Before the expiry of the contract period, both the parties with mutual harmony, can renew or extend the contract.

## **Section-VIII**

### **Special Conditions of Contract (SCC)**

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

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

GCC 4- The other legislative requirements are as follows:

The Employment of Children (ECA) Act 1991  
The Bonded Labour System (Abolition) Act of 1992  
The Factories Act 1934

### **3. Performance Security (GCC Clause 5)**

5% of the total Contract Price which will be returned after the one (1) year warranty period obligation.

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

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

100% payment will be made after delivery, installation and getting Operational Acceptance Certificate from the Bank.

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

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

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

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

The goods shall bear one (1) year standard OEM Fujitsu-Siemens Warranty from the date of installation (with free parts & labor) and within 24 hours replacement in case of any failure.

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

Subject to Clause 14 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.

**8. Quality of Services (GCC Clause 15):**

State Bank of Pakistan reserves the right to withdraw or cancel the purchase order provided complete delivery is not made by you within the stipulated delivery period in spite of seven (7) days notice given by the Purchaser, without incurring any liability to the Supplier.

## Appendix-1

### Specification/Requirement

### Technical Requirements

S. No	Item	Specifications	Qty	For Server
1.	<b>RAM for Rack mountable servers RX600S3</b>	DDR2-400 PC2-3200 RG ECC (2GB each)	12	For installation in Fujitsu Siemens Primergy RX600S3, Rack mountable, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed
2.	<b>RAM for Tower server TX600S3</b>	DDR2-400 PC2-3200 RG ECC (2GB each)	4	For installation in Fujitsu Siemens Primergy TX600S3, 4-Way Dual-Core Intel Xeon MP 7110, 2 x 64 Bit, 2.6 GHz Processors with 800 MHz FSB Installed

#### **Scope of Services and Warranty:**

The equipment shall bear Standard OEM Fujitsu-Siemens Warranty. The supplier will install the equipment and in case if the equipment found defective, sub-standard or not in conformity with the specification the same will have to be replaced by the supplier at their own cost and risk within 24 hours. State Bank of Pakistan reserves the right to withdraw or cancel the purchase order provided complete delivery is not made by supplier within the stipulated delivery period.

## Appendix 2.

### **Schedule of Supplies/Requirements**

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

<b>S. No</b>	<b>Activity</b>	<b>Schedule</b>
1.	Delivery of the Items to SBP office	Within 2 weeks from the Purchase Order/ Notification of the Award.
2.	Installations in the servers	As per purchaser request after delivery

### **Appendix 3.**

#### **Supplier's Representative**

*[ insert: name, designation and contact details ]*

**Appendix 4**  
**Suppliers' Bid**

**Appendix 5**  
**Notification of Award**

**Appendix 6**  
**Letter of Acceptance**

## Appendix 7

### Performance Security Form

To:

Joint Director  
Procurement Division  
General Services Department  
State Bank of Pakistan – SBP BSC  
4<sup>th</sup> 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 \_\_\_\_\_ 2012 \_\_\_\_\_ 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 \_\_\_\_\_ 2012 \_\_\_\_\_.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]