



Bidding Documents

For

“SUPPLY OF DRINKING WATER”

FOR

SBP BANKING SERVICES CORPORATION (BANK)

ISLAMABAD

(Single Stage - Two Envelopes)

April 2023

1st Floor, General Services Unit, State Bank of Pakistan, SBP BSC (Bank) Islamabad
Sector G-5/2, Islamabad Phone: (92-51)-9078311



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.

Document comprises of the Sections listed below:

Section I	Invitation for Bid (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheets (BDS)
Section IV	Technical Specification/Terms of Reference/Price Schedule
Section V	Sample Forms
Section VI	Form of Contract
Section VII	General Conditions of Contract (GCC)
Section VIII	Special Conditions of Contract (SCC)
Section IX	Performance Security
Section X	Integrity Pact





Invitation for Bids (IFB)

IFB No: IBD.GSU/022281/2023

April 28, 2023

State Bank of Pakistan Banking Services Corporation Islamabad invites sealed bids for "**Procurement of Services of a Firm for supply of Drinking Mineral Water**" registered with Tax authorities, appearing on active taxpayers list of FBR, for a period of one year and extendable for one more years on the same terms & conditions subject to mutual consent and satisfactory services.

Bidding Documents containing detailed Description of Services may be obtained free of cost upon submission of an email request at ISB.GSU@sbp.org.pk along with a copy of NTN Registration Certificate or can be downloaded from SBP website at www.sbp.org.pk & www.ppra.org.pk. In case of any discrepancy/conflict, provisions of Bidding documents including any addenda posted on the procuring agency website, shall prevail.

The bids prepared in accordance with the instructions contained in the bidding documents, must reach at office of the undersigned on or before **May 19, 2023 at 03:00 pm**. Bids will be opened the same day at **03:30 pm** at SBP BSC (Bank) Islamabad.

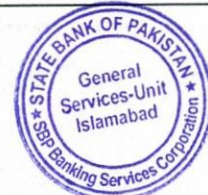
Chief Manager
State Bank of Pakistan Banking Services Corporation
Sector G-5/2, Islamabad
Telephone: 051-9078-311/319, Fax: Fax # 051-9204991



Section II. Instructions to Bidders

A. General

1. Definitions	<ul style="list-style-type: none">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, SBP BSC (Bank) Islamabad.c. Comparable Experience means the experience in providing services 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 or provides the Services to the Client under the Contract. Term "Service Provider" may also be used interchangeably to make an allowance for its usage in PPR 2004.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 Consultant/ Service Providers used to reflect specific country and assignment conditions.i. "Day" means calendar day.j. "Government" means the Provincial / Federal Government of Islamic Republic of Pakistank. Indefinite Quantity and Indefinite Delivery Contracts means contract model whereby successful bidder would provide complete start to end services; on need basis, along with material on multiyear basis. In bidding process the services charges for multiple scenarios and associated rates will be solicited. A price adjustment formula will be used for adjusting the price of key input materials if applicable. Contract will stand concluded [Insert period of contract] extendable on basis of service performance results as per requirements provided in the technical section of Bid document. For each incident Bank will issue a Job Order. Service Provider will complete the job and accordingly payments will be made.l. "Instructions to Bidders" (Section 2 of the SBD) means the document which provides Consultant/ Service Providers with all information needed to prepare their Proposals.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.
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<p>2. Scope of Bid</p>	<p>2.1 State Bank of Pakistan Banking Services Corporation, having its principal place of business at Sector G-5/2 Islamabad, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called "Bank", invites bids for the services as briefly described in the Bid Data Sheet (BDS) and specified in greater detail in these Bidding Documents.</p> <p>2.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are provided in the BDS.</p> <p>2.3 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.</p>
<p>3. Eligible Bidders</p>	<p>Except as provided in ITB Clauses 3.2 and 3.3, this bidding process is open to bidders as per following criteria:</p> <p>3.1 All 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 qualification criteria as per ITB 5 and in case of international competitive bid firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government.</p> <p>3.2 In either case, Joint Ventures, which include members from ineligible source countries or ineligible firms, shall not be permitted to bid.</p> <p>3.3 Firm engaged by the Bank to provide consulting services for the above procurement described in these Bidding Documents will not be eligible for bidding.</p> <p>3.4 A firm declared ineligible by the Bank in accordance with Rule 19 of PPR 2004 shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank or any other appropriate authority.</p> <p>3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p>
<p>4. Code of Conduct</p>	<p>It is the Bank's policy to require that Suppliers, Distributors & authorized dealers 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:</p> <p><i>"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;</i></p>



Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19
Corruption	Actual instance verifiable as per law of land.	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.
4.1	Under Rule 19 of PPR-2004, "The Bank can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. Further, 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. 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 vendor provide professional, objective, and impartial advice, supplies and services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other	



	<p>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.</p> <p>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:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
<p>5. Qualification of the Bidder</p>	<p>5.1 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <p>a) annual volume of Services of at least the amount specified in the Bidding Data;</p> <p>b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years.</p> <p>c) any other criteria specified at BDS</p>



	<p>5.2 Notwithstanding the foregone qualification criteria, the qualifications requirements, if stated in BDS would take precedence.</p> <p>5.3 A consistent history of litigation or arbitration awards against the Applicant may result in disqualification.</p> <p>5.4 Joint Ventures are not allowed. Any bid submit by Joint Ventures will lead to disqualification.</p>
6. One Bid per Bidder & limitation on Alternative Options	<p>Each Bidder shall submit only one Bid, A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.</p> <p>Bidder shall not quote alternative options in a bid unless specified in BDS. Proposing options will lead to rejection of bid.</p>
7. Cost of Bidding	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will in no case be responsible or liable for those costs.</p>
8. Site Visit	<p>8.1 If the conditions so permit, the Bank may allow Bidder to visit and examine the site or sites of the Bank and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.</p> <p>8.2 Bidder must give the Bank adequate notice of a proposed visit of at least seven (07) days when bid submission period is fifteen (15) days and at least fourteen (14) days when bid submission period is thirty (30) days.</p> <p>8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>



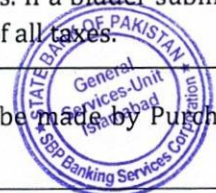
B. Bidding Documents

<p>9. Content of Bidding Documents</p>	<p>9.1 The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 11:</p> <p style="margin-left: 40px;">Section I Invitation for Bid Section II Instructions to Bidders (ITB) Section III Bid Data Sheet (BDS) Section IV Technical Specifications Section V Sample Forms Section VI Form of Contract Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Performance Security</p> <p>9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information 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.</p> <p>9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.</p>
<p>10. Clarification of Bidding Documents</p>	<p>10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Bank in writing at the given address and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Bank will respond in writing to any request for clarification or modification 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 by the Bank. Copies of the Bank'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.</p>
<p>11. Amendment of Bidding Documents</p>	<p>11.1 At any time prior to the deadline for submission of bids, the Bank 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.</p> <p>11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p>

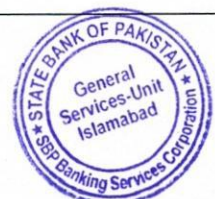
C. Preparation of Bids



<p>12. Language of Bid</p>	<p>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 English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
<p>13. Documents Comprising the Bid</p>	<p>13.1 The Bid submitted by the Bidder shall comprise the following: (a) The Form of Bid (in the format indicated in Section III); (b) Bid Security; (c) Qualification Information Form and Documents;</p> <p>13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.</p> <p>13.3 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, if any.</p> <p>13.4 All bidders shall include the following information and documents; (a) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; (b) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and</p>
<p>14. Bid Prices</p>	<p>14.1 The Contract shall be for the supply as described in the contract and in the Specifications, Section VI, based on the priced Activity Schedule submitted by the Bidder.</p> <p>14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.</p> <p>14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.</p>
<p>15. Taxes</p>	<p>15.1 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.</p> <p>15.2 Bids are required to be inclusive of all applicable taxes. If a bidder submits a bid exclusive of taxes it will consider being inclusive of all taxes.</p>
	<p>Price shall be quoted by the Bidder and the payments to be made by Purchaser would be in Pak Rupees unless otherwise provided at BDS.</p>



16. Currencies of Bid and Payment	
17. Bid Security	<p>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:</p> <ol style="list-style-type: none"> a. at the Bidder's option, be in the form of either demand draft/pay order 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 <u>Section V</u> or other form approved by the Bank prior to bid submission; c. be submitted in its original form; copies will not be accepted; d. 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. <p>17.2 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible after the expiration of the period of bid validity prescribed by the Client pursuant to ITB Clause 18.</p> <p>17.3 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 36, and furnishing the performance security, pursuant to ITB Clause 37.</p> <p>17.4 The bid security may be forfeited:</p> <ol style="list-style-type: none"> a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b. in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 36; <p>Or to furnish performance security in accordance with ITB Clause 37.</p>
18. Bid Validity	<p>18.1 Bids shall remain valid for the period specified in the Bidding Data.</p> <p>18.2 In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 18 in all respects.</p> <p>18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding one hundred and twenty-two (120) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices and the Evaluation Criteria as defined in the ITB without taking into consideration the above correction.</p>



19. Format and Signing of Bid	<p>19.1 The Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID," "COPY" as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>19.2 The original and a copy of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>
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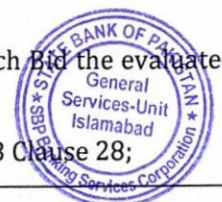
D. Submission of Bids

<p>20. Sealing and Marking of Bids</p>	<p>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." 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]".</p> <p>20.2 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 22.</p> <p>20.3 If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>21. Deadline for Submission of Bids</p>	<p>21.1 Bids shall be delivered to the Bank at the address specified above no later than the time and date specified in the Bidding Data.</p> <p>21.2 The Bank may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>22. Late Bids</p>	<p>Any Bid received by the Bank after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.</p>
<p>23. Modification and Withdrawal of Bids</p>	<p>The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the deadline prescribed for bid submission.</p>



E. Bid Opening and Evaluation

24. Bid Opening	The Bank will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.
25. Process to be Confidential	Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Bank's processing of bids or award decisions may result in the rejection of his Bid.
26. Clarification of Bids	During the bid evaluation, the Bank 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 price or substance of the bid shall be sought, offered, or permitted.
27. Examination of Bids and Determination of Responsiveness	<p>27.1 Prior to the detailed evaluation of bids, the Bank will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3 and 5; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.</p> <p>27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Bank's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p> <p>27.3 If a Bid is not substantially responsive, it will be rejected by the Bank, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p>
28. Correction of Errors	<p>28.1 Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: if there is a discrepancy between unit prices 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 the amounts in figures and in words, the amount in words will prevail.</p> <p>28.2 The amount stated in the Bid will be adjusted by the Bank in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 18.5.</p>
29. Evaluation and Comparison of Bids	<p>29.1 The Bank will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 29, as per Evaluation Criteria provided in Bid Data Sheet.</p> <p>29.2 In evaluating the bids, the Bank will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:</p> <p>(a) making any correction for errors pursuant to ITB Clause 28;</p>



	<p>(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;</p> <p>(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 27.3; and</p> <p>29.3 The Bank reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Bank will not be taken into account in Bid evaluation.</p> <p>29.4 Following aspects would essentially be considered for the evaluation of Bids:</p> <ul style="list-style-type: none"> i. National tax registered firm and providing services similar to those specified herein continuously for a period of not less than five (05) years to organizations of comparable stature and size. They should have at least 03 large accounts with organizations of comparable scale either in public or private sector. ii. Firms must be PSQCA and ISO certified and have uninterrupted distribution network.
<p>30. Preference for Domestic Bidders</p>	<p>In accordance with Rule 24 (2) of PPR 2004 and weightage thereof if indicated at BDS the Bank will grant a margin of preference for use of domestic resources.</p>



F. Award of Contract

31. Award Criteria	<p>Subject to ITB Clause 29, the Bank will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 5.</p>
32. Bank's Right to Accept any Bid and to Reject any or all Bids	<p>Notwithstanding Clause 31 the Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.</p>
33. Bank's Right to Vary Inputs / Outputs at Time of Award	<p>33.1 Bank reserves the right at the time of contract award to increase or decrease inputs or outputs originally specified, without any change in unit price or other terms and conditions.</p> <p>33.2 Provided such variation does not affect the basis of advertisement threshold; as provided at Rule 12 of PPR-2004, on basis of originally estimated cost.</p>
34. Notification of Award and Signing Agreement	<p>34.1 The Bidder who's Bid has been accepted will be notified in writing of the award by the Bank prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Bank will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>34.2 The notification of award will constitute the formation of the Contract.</p> <p>34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Bank and the successful Bidder. It will be signed by the Bank and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Bank, together with the required Performance Guarantee pursuant to Clause 37.</p>
35. Disqualification prior to Contract Signing	<p>35.1 If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at PP 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 invalid. 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 must be obtained.</p> <p>35.2 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.</p>
36. Signing of Contract	<p>36.1 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.</p>



	36.2 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.
37. Performance Guarantee	<p>37.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the Bank, the successful Bidder shall furnish the Performance Guarantee in accordance with the GCC, using the Performance Guarantee Bank Guarantee form provided in the Bidding Documents for amount mentioned in Bidding Data</p> <p>37.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 37.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.</p>
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 (BDS)

Clause Reference

ITB 2.2	IFB No: IFB No: IBD.GSU/022281/2023 Title: "SUPPLY OF DRINKING WATER"
ITB 2.3	State Bank of Pakistan, Banking Services Corporation, G-5/2 – Islamabad intends to engage a reputed firm for providing mineral water supplies for SBP BSC for a <u>period of 01 year</u> extendable to further 01 years on same terms and conditions subject to satisfactory performance of services, to be reviewed by the end of each year.
ITB 5.1 (c)	N/A
ITB 5.1 (f)	National tax registered firm and providing services similar to those specified herein continuously for a period of not less than five (05) years to organizations of comparable stature and size. They should have at least 03 large accounts with organizations of comparable scale either in public or private sector. Firms must be PSQCA and ISO certified and have uninterrupted distribution network. Firms must offer their rates keeping in view: (i) At least 08 dispensers are required to be installed in the Bank's premises (ii) Average daily requirement of 18.9 liters jumbo bottle varies w.r.t change in weather. Average daily requirement is approximately 25 bottles per day. (iii) No security deposit will be made by the bank against the supplied bottles
ITB 6	Options not admissible
ITB 9	Contact Address: Chief Manager State Bank of Pakistan Banking Services Corporation, G-5/2, Islamabad. Telephone: 92-51-9078311/319 Request for visit/meeting may be suitably timed, keeping in view the Bid Closing Date.
ITB 13.2	Not applicable
ITB 14.4	Prices quoted by the Bidder shall be "fixed;"
ITB 17	A bid security will be required. The amount of bid security required is PKR 50,000/-
ITB 18.1	The rates quoted must remain valid for period of (120) days after opening of bids, as specified below in reference to ITB Clause 21.
ITB 19.1	The Bidder shall prepare an original and a copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID," and "COPY " etc., as appropriate. In the event of any discrepancy between them, the original shall govern.
ITB 29	The Evaluation Criteria, shall be as follows; <i>"The bid meeting the eligibility criteria and other conditions specified in the bidding document and having lowest combined (Unified) rate would be the lowest evaluated bid".</i>
ITB 36.2	Same as in ITB
ITB 37.1	PKR 250,000/- as performance security for entire period of contract.



Section IV

Technical Specification/Terms of Reference/Minimum Eligibility Criteria

#	Minimum Eligibility/ Qualification Criteria	Means of verification	Bidder's Assessment
I.	Registered with Income Tax Department Sales Tax Department and Appears on Active Taxpayers list (Valid NTN & Certificate).	FBR Profile Enquiry, FBR Income Tax Status, FBR Sales Tax Status	
II.	Firm must be original manufacturer or authorized distributor of original manufacturer.	Sufficient documentary proof.	
III.	Should produce documented evidence of providing drinking mineral water for last 05 years.	Sufficient documentary proof.	
IV.	Should have at least 03 large accounts with organizations of comparable scale either in public or private sector.	Sufficient documentary proof.	
V.	Firms and/or their product must be PSQCA and ISO certified and have uninterrupted distribution network.	Sufficient documentary proof.	
VI.	Firms should ensure timely and regular supply of mineral water on daily basis at Bank's premises. Firms should be ready for the test of any sealed bottle as and when deemed necessary by the Bank.	Undertaking required on stamp paper of Rs. 100/-	
VII.	Verifiable presence in twin cities (Rawalpindi/Islamabad)	Letter head	
VIII.	The bidders should not be in litigation with and / or blacklisted by any client / customer.	Attach Affidavit on Stamp Paper of Rs. 100/-	
IX.	The bidders should not have history of any termination on account of service related issues.	Attach Affidavit on Stamp Paper of Rs. 100/-	



Specifications:

The service provider shall provide mineral water to the Bank with delivery times, in the following format:

Supply/Delivery days	Supply/Delivery time
Monday to Friday	10:30 A.M.
<i>Average daily requirement varies w.r.t change in weather. Daily need is approximately 25 bottles. In case of official events, vendor may be engage during weekends. Further, no security deposit will be made against the supplied bottles.</i>	

Terms of Reference (ToR):

The services shall be required for a period of one year extendable to further one year on same terms and conditions subject to satisfactory performance of services, to be reviewed at the end of each year, which will commence from _____.



Section V

Price Schedule (In Pak Rupees):

Name of Bidder: _____

IFB Number: IFB No: IBD.GSU/022281/2023

Item: Supplying Mineral Water

Sr. #	Description	Qty. (Q) (Bottles)	Unit Cost (C)	Applicable Taxes (T)	Unit Cost with Tax	Total Amount Q x (C+T)
1	Supply of Drinking Water	7,000				
Total Bid Amount(Annual)						
Amount in Words: _____						

Seal & Signature of Bidder: _____



Section VI
Sample Forms
Forms of Bid, Qualification Information,
Letter of Acceptance, and Contract

a) Bid Form (Service Provider's Bid)

Notes on Form of Service Provider's Bid
The Bidder shall fill in and submit this Bid form with the Bid.

[Date]

To: *[name and address of Bank]*

Having examined the bidding documents, we offer to execute the *[name and identification number of Contract]* in accordance with the General Conditions of Contract (GCC), Special Conditions of Contract, Activity Schedule, Statement of Work accompanying this Bid for the Contract Price of *[amount in numbers], [amount in words]*.

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

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized

Signature:

Name

and

Title

of

Signatory:

Name

of

Bidder:

Address: _____



Letter of Acceptance

[Letterhead paper of the Bank]

[Date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract



Section VII

Form of Contract

[Letterhead paper of the Bank]

This CONTRACT (hereinafter called the "Contract") is made this *[date]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Bank]* (hereinafter called the "Bank") and, on the other hand, *[name of Supplier]* (hereinafter called the "Supplier").

WHEREAS

- (a) the Bank has requested the Supplier to provide certain supplies as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Supplies");
- (b) the Supplier, having represented to the Bank that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract as per rates quoted in the Priced Activity Schedule/Bid Form .

NOW THEREFORE the parties hereto agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The Bid Form (Service Provider's Bid)
 - d) The Priced Activity Schedule
 - e) The Specifications
- 2. The mutual rights and obligations of the Bank and the Supplier shall be as set forth in the Contract, in particular:
 - a. The Supplier shall supply the items in accordance with the provisions of the Contract; and
 - b. The Bank shall make payments to the Supplier in accordance with the provisions of the Contract.

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

For and on behalf of <i>[name of Bank]</i>	For and on behalf of <i>[name of Supplier]</i>
<i>[Authorized Representative]</i>	<i>[Authorized Representative]</i>

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Supplier

[name of member]

[Authorized Representative]



[name of member]

[Authorized Representative]





Section VIII
General Conditions of Contract

1. General Provisions

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;(b) "Bank" means the State Bank of Pakistan(c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Bank(d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;(f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.(g) "GCC" means these General Conditions of Contract;(h) "Government" means the Government of the Islamic Republic of Pakistan ;(i) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Bank under this Contract;(j) "Party" means the Bank or the Service Provider, as the case may be, and "Parties" means both of them;(k) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;(l) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Bank;(m) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Bank(n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;(o) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Bank(p) "Services" means the work to be performed by the Service Provider pursuant to this Contract.(q) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
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1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
1.3 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
1.5 Location	The Services shall be performed at such locations, as the Bank may approve.
1.6 Inspection and Audit by the Bank	The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
1.7 Taxes and Duties	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
2.2 Commencement of Services	The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3 Completion Date	Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall provide services till the Completion Date, as is specified in the SCC.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



<p>2.6 Termination 2.6.1 By the Bank</p>	<p>The Bank may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Bank may have subsequently approved in writing; (b) if the Service Provider become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (d) if the Service Provider in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (e) if the Service Provider does not maintain a Performance Guarantee in accordance with Clause 3.9; (f) if the Service Provider has delayed the completion of the Services or has suspended the Services; as applicable, by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.; (g) if the Bank, in its sole discretion, decides to terminate this Contract.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Bank, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:</p> <p>If the Bank fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p>
<p>2.6.3 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Bank shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Provider

<p>3.1 General</p>	<p>The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and</p>
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	safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with Subcontractors or third parties.
3.2 Conflict of Interests	
3.2.1 Service Provider Not to Benefit from Commissions and Discount	The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Service Provider	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities	Service Providers shall not engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract; b) during the term of this Contract, the Service Provider shall not hire public employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.3 Confidentiality	The Service Providers, shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Bank's business or operations without the prior written consent of the Bank.
3.4 Insurance to be taken out by the Service Providers	The Service Providers (a) shall take out and maintain, own cost but on terms and conditions approved by the Bank, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Bank's request, shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider's Actions Requiring Bank's Prior Approval	The Service Providers shall obtain the Bank's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services if authorized in ITB, BDS or SSC. b) any other action that may be specified in the SCC.



3.6 Reporting Obligations	The Service Providers shall submit to the Bank the reports and documents.
3.7 Documents Prepared by the Service Providers to Be the Property of the Bank	If so warrant by the type of services, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Bank, and the Service Providers shall, upon request from Bank during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bank, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of Contract.
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Bank at the rate per day stated in the SCC for each day when the services remained suspended for reasons not covered under GCC 2.5 hereto. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider or from the Performance Security held with Client pursuant to GCC 3.9 hereto. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Correction for over payment	If the Completion Date is extended after liquidated damages have been paid, the Bank shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
3.8.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.
3.9 Performance Security	The Service Provider shall provide the Performance Guarantee to the Bank no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a bank acceptable to the Bank, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract. No payment shall be made under contract if the Performance Security has lapsed.

4. Service Provider's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel approved by the Bank.
4.2 Removal and/or Replacement of Personnel	(a) Except as the Bank may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.



	<p>(b) If the Bank finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Bank's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Bank.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
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5. Obligations of the Bank

5.1 Assistance and Exemptions	The Bank shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions if specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the supplies provided by the supplier, then the expenses payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Bank shall make available to the Service Provider the Services and Facilities required for concurrency of services.

6. Payments to the Service Provider

6.1 Payment Terms & conditions	The payment shall be made upon submission of monthly invoices along with GST invoice & it will be released after deduction of applicable Govt Taxes as per the actual consumption per month. Rate once quoted in the price schedule will be locked for the entire period.
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7. Quality Control

7.1 Identifying Defects	The Bank shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. It may subject the services to tests as defined at SCC or may become necessary with mutual consent.
7.2 Correction of Defects, and Lack of Performance Penalty	<p>a) The Bank shall give notice to the Service Provider of any Defects before the end of the Contract.</p> <p>b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Bank's notice.</p> <p>c) If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, the Bank will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.</p>



8. Settlement of Disputes

8.1 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.
8.2 Dispute Settlement	<p>8.2.1 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.</p> <p>8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>8.2.3 The arbitration shall be conducted in accordance with the Arbitration Act of 1940.</p> <ol style="list-style-type: none"> 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:



8.3 Arbitration	<p>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.</p> <p>a) In no event shall an award exceed the amount of the claim by either party.</p> <p>b) The award shall be limited to the amount either claimed or counterclaimed. There shall be no punitive or consequential damages.</p> <p>c) 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.</p> <p>d) Confidentiality: Process to remain confidential.</p> <p>e) 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.</p>
8.4 Overriding Effect of PPR-2004	Whenever in conflict with these documents the stipulation of PPR-2004 as internally adopted by Bank shall prevail.



Section IX

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is <i>SUPPLY OF MINERAL WATER</i>
1.1(i)	The Member in Charge is: <i>NA</i>
1.1(l)	The Service Provider is
1.4	The addresses are: Bank: STATE BANK OF PAKISTAN SBP-BSC (BANK), SECTOR G-5/2, ISLAMABAD Service Provider:
2.2	The Starting Date for the commencement of Services is <i>the date of NOA</i>
2.3	The Completion Date is <i>as per contract agreement</i>
3.5(d)	The other actions are _____
3.6	Not Used
3.7	Not Used
3.8	The liquidated damages rate is <i>0.10 percent per week</i> . The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
3.9	Performance security for total contract period is PKR 250,000/-
6.4	Payments shall be made to the service provide after one month of rendering the services and on receipt of request for payment to the client in writing, accompanied by an invoice describing, as appropriate, the services delivered and upon fulfillment of other obligations stipulated in the contract.
6.5	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.
7.1	Not Used
7.2	Not Used



Section X

Performance Security

To: *[name and address of Bank]*

Whereas, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of having our registered office at *[address]* (hereinafter called "the Bank") are bound unto *[name of Bank]* (hereinafter called "the Bank") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures denominated in the currency of the contract.]* for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*

The conditions of this obligation are:

- 1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- 2) If the Bidder having been notified of the acceptance of his Bid by the Bank during the period of Bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instruction to Bidders; or
 - c) does not accept the correction of the Bid Price pursuant to Clause 28,

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date ____

