



Bidding Documents

For

National Competitive Bidding

IFB No BSSD (Pro. Div)/ 605 /F-2(ii)-(FM-200/F-Eqpt--Items-M&AG/OE) BSSD -2009

“Supply, Installation and Commissioning of Fire Fighting & Security Equipment At Museum & Art Gallery, State Bank of Pakistan”

December, 2009

10th Floor Procurement Division State Bank of Pakistan,
I.I Chundrigar Road, P.O Box No 4456 Karachi UAN: 111-727-111 Ext (3988-9/5914-15)
Facsimile (92-21)-99212517
Website: www.sbp.org.pk

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

Invitation for Bids (IFB)

Invitation for Bids

December 14, 2009

IFB No BSSD (Pro. Div)/ 605 /F-2(ii)-(FM-200/F-Eqpt--Items-M&AG/OE) BSSD -2009

1. Pakistan is one of the very few places in the world where the currency developed from its very rudimentary form to the advanced level of coinage. To document this interesting history, a monetary museum has been planned, including education and outreach program for the common people, especially for the students and children. There will be extensive displays of currency, coins, photographs, artwork and other objects of public and bank interest.
2. State Bank of Pakistan (SBP) intends to furnish its under establishment Museum & Art Gallery located at State Bank of Pakistan I.I. Chundrigar Road, Karachi invites bids from firms with documented evidence of supplying firefighting equipments for comparable scale and complexity for following packages.

S. No.	Description
1	FM-200 Fire Suppression System, Control panel complete with testing & commissioning Room size 24-0 x 25-6" Currency Section Ground Floor of Museum
2	FM-200 Fire Suppression System, Control Panel Complete with Testing & Commissioning Room Size 110-0 x 24-6" Currency Section Ground Floor of Museum
3	Walk through Security Gate
4	Burglary Alarm
5	Hand Metal Detectors
6	Fire Extinguisher Halatron Gas USA (Fire Chief Brand) or Equivalent

3. Procurement Division BSSD on behalf of Museum & Art Gallery now invites sealed bids are invited from tax registered eligible bidders for the above packages. Bidding will be conducted using the National Competitive Bidding procedures specified in the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR-2004 that meet the following minimum qualification criteria:

Bidders must be a direct authorized agent of the manufacturer of required equipments with installation/commissioning in Pakistan; in case of the equipments is required to be imported, firms with documented evidence of manufacturing simple, functional, environmentally sustainable equipments with for a comparable space with a minimum of five (05) years of experience of supplies/distributors; as applicable. Distributor/Supplier should have a documented track of completing at least 05- 10 similar assignments, during last 5 (five) years, involving the supply, installation, commissioning and provision of technical support for procurement of a comparable scale. The interested bidder should have factory premises manned by experts

4. 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 bids.
5. Bidders may submit quotations for SINGLE OR COMPLETE CONTRACT PACKAGE, evaluation of bid and contract award will be on basis of packages.
6. All bids must be accompanied by a bid security of not less than 3% of the bid price. If items specified in technical specifications are quoted as options, the cost of it would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates. Late bids will be rejected.

7. Interested eligible Bidders may purchase the bidding documents on the submission of a written application to the address below and upon payment of a nonrefundable fee of Pak Rs 500 only through bank draft/call deposit, from the address given below from 09:00 am to 05:00 pm except Saturday (09:00 am to 1:30 pm) after publication of IFB till closing thereof. If post courier requests the bidding documents then non-refundable fee of Pak Rs. 700 will be charged. IFB is also uploaded for display on the websites <http://www.ppra.org.pk>; and <http://www.sbp.org.pk>
8. Bids must be delivered to the address below on or before Monday, January 04, 2009 at 10:30 hours. Bids will be opened in the presence of bidders' representatives who choose to attend at 11:00 Hours same day at the Conference Room of LRC Building at 1st floor, State Bank of Pakistan, Karachi.

Rehan Hyder
Co- Director, BSSD
State Bank of Pakistan
Department, 10th Floor I.I Chundrigar Road, Karachi -Pakistan
Telephone No: 92-21-245-5914/3988 Facsimile: 92-21-9212517
rehan.hyder@sbp.org.pk

Part-I Section - II

Instructions to Bidders (ITB)

Part One - Section I.

Instructions to Bidder

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Instructions to Bidders

A. Introduction

- 1. Purchaser**
 - 1.1 State Bank of Pakistan, having its principal place of business at I.I Chundrigar Road, Karachi, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called “Purchaser” intends to apply its funds under the contract for which this Invitation for Bids is issued as per identification and title stated at BDS
A general description of bid is provided in BDS and Technical Section; however this description is very elemental and Bidders are expected to submit a complete bid on the basis of parameters provided at other relevant sections of ITB

- 2. Eligible Bidders**
 - 2.1 if a pre-qualification process has been undertaken, as outlined under Rule 15 of PPR2004 for the Contract(s) for which these Bidding Documents have been issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified and are eligible

if a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then 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 firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with Rule 2 (f) and 19 of Public Procurement Rules 2004

- 3. Eligible Goods and Services**
 - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.
 - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product

results that is substantially different in basic characteristics or in purpose or utility from its components.

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

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

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

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

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

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

6. Clarification of Bidding Documents

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

source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank.

7. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones

C. Preparation of Bids

8. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

- (a) Goods supplied from outside Pakistan:

Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.

- (b) Locally supplied Goods:

Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-

the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods

- 11.2 The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

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

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Islamic Republic of Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if

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

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

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

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 The bid security is required to protect the Purchaser against the

risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid:

- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank in Pakistan approved by purchaser.
- (b) be substantially in accordance with one of the forms of bid security included in Section V or other form approved by the Bank prior to bid submission;
- (c) be payable promptly upon written demand by the employer;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 16.2.

15.2 The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture.

15.3 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.4 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) If items specified in technical specifications are quoted as options, the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates.
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;

or

 - (ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by

cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**18. Sealing and
Marking of
Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [Number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date] and may clearly carry the bid identification details as provided at corresponding BDS of ITB 1.1.
- 18.2 If the outer envelope is not sealed and marked as required by ITB Clause 18.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for
Submission of
Bids**

- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.1 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

Any bid received by the Purchaser after the deadline for

submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 No bid may be modified after the deadline for submission of bids.
- 21.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

23. Clarification of Bids

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

24. Preliminary Examination

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is

a discrepancy between words and figures, the amount in words will prevail.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

25. Evaluation and Comparison of Bids

25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Purchaser's evaluation of a bid will be on Delivered Duty Paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4;

Evaluation Parameter	Suggested Weightage
I. Competitiveness of Offered Bid	(50)
II. Conformity to Specifications	(20)
I III. Bidder's Profile	(10)
i. Sales Turnover in last five years	(5)
ii. Warranty Period	(5)
iii. Experience of Similar Supplies and services contracts	(10)
IV Delivery Schedule	
V Payment Schedule	
VI After Sales	
i. The cost of components, mandatory spare parts, and service;	

- ii. The availability in the Islamic Republic of Pakistan of spare parts and after-sales services supported by appropriate technical manpower for the equipment offered in the bid;
- iii. The projected operating and maintenance costs during the life of the equipment;

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

(a) Competitiveness of Offered Bid

The price would be the most critical determinant for Purchaser. The lowest priced bid would receive highest weightage and all weightage of sequentially higher bids would be proportionately reduced in relation to the lowest offered bid

(b) Conformity to Specifications

Bids not conforming to specifications would not be admitted for further evaluation and would be marked as zero

(c) Bidders Profile

As per Bidders market standing

(d) Delivery Schedule

Purchasers requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, for each week of delay beyond the base.

(e) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. In case of an alternative payment schedule, they would be marked as zero for this particular parameter

(f) *Spare parts and after sales service facilities in the Islamic Republic of Pakistan.*

The offered product must have elementary service facilities with parts inventories. Bidder should undertake that the

after sales support to offered product would not be withdrawn by manufacturer, if different from the Bidder, in next 24 months .

(g) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in

accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

- 26. Contacting the Purchaser**
- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 27. Post-qualification**
- 27.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and commercial capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Purchaser's Right to Vary Quantities at Time of Award**
- The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award.

- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within 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.
- 33 Performance Security**
- 33.1 Within twenty one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 It is the Purchaser's policy to require that Bidders, Suppliers, Contractors, and Consultants 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 the instructions contained in PPR2004 which defines:
- “ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid 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;
- 34.2 Under Rule 19 of PPRA2004, “The Bank can interalia blacklist Bidders found to be indulging in corrupt or

fraudulent practices. Such barring action shall be duly publicized and communicated to PPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of

34.3 Any communications between the Bidder and the Bank related to matters of alleged fraud or corruption must be made in writing

35 Integrity Pact

Pursuant to Rule 7 of PPR 2004 Bidder undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto at Section V for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Purchaser

Part 1 - Section III. Bid Data Sheet

Bid Data Sheet

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

Introduction	
ITB 1.2	Identification No and Title of Contract: IFB No: BSSD (Pro. Div)/ /F-2(ii)-(FM-200/F-Eqpt--Items-M&AG/OE) BSSD-2009 “Supply, Installation and Commissioning of FM-200 System/Fire Fighting Equipments for SBP Museum.
ITB 6.1	Purchaser’s Address: State Bank of Pakistan, 10 th Floor I.I Chundrigar Road, Karachi -Pakistan Telephone No: 92-21-245-3988-9/5914-15 Facsimile: 92-21-9212517 rehan.hyder@sbp.org.pk
Bid Price and Currency	
ITB 11.4	Prices quoted by the Bidder shall be “fixed;” However any subsequent legislation enacted between bid opening and finalization of award that directly impacts the bid price would be duly accounted for
Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements: Bidding is open to all eligible Bidders as defined in the PPR2004 that meet the following minimum qualification criteria: 1. Bidders must be a direct authorized agent of the manufacturer of required equipments with installation/commissioning in Pakistan; in case of the equipments is required to be imported, firms with documented evidence of manufacturing simple, functional, environmentally sustainable equipments with for a comparable space with a minimum of five (05) years of experience of supplies/distributors; as applicable. Distributor/Supplier should have a documented track of completing at least 05- 10 similar assignments, during last 5 (five) years, involving the supply, installation, commissioning and provision of technical support for procurement of a comparable scale. The interested bidder should have factory premises manned by experts 2. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all requisite equipments is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which is, among other remedies, punishable by potential blacklisting from participation in future State Bank of Pakistan-financed procurement
ITB 15.1	Amount of bid security. 3 % of Bid
ITB 16.1	Bid validity period. 90 days
ITB 17.1	Number of copies. One original and One copy
ITB 18.2	Address for bid submission. Procurement Division Business Support Service Department 10 th Floor State Bank of Pakistan I.I Chundrigar Road- Karachi-Pakistan Telephone No: 92-21-3245-3988-9/5914-15 Facsimile: 92-21-99212517
ITB 19.1	Deadline for bid submission. Wednesday, December 30, 2009 at 10.30 AM

ITB 22.1	Time, date, and place for bid opening. 11.00 <i>Hours</i> on Wednesday, December 30, 2009 <i>at</i> Learning Resource Centre State Bank of Pakistan, I.I. Chundrigar Road, Karachi
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Bid Evaluation																			
ITB 25.3	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Evaluation Parameter*</th> <th style="text-align: right;">Weightage</th> </tr> </thead> <tbody> <tr> <td>I. Competitiveness of Offered Bid</td> <td style="text-align: right;">(50)</td> </tr> <tr> <td>II. Conformity to Specifications</td> <td style="text-align: right;">(30)</td> </tr> <tr> <td>III. Bidder's Profile</td> <td style="text-align: right;">(20)</td> </tr> <tr> <td> (i) Sales turnover in last five years</td> <td style="text-align: right;">(5)</td> </tr> <tr> <td> (ii) Five assignments of similar scale in last 3 years</td> <td style="text-align: right;">(10)</td> </tr> <tr> <td> (iii) Warranty Period</td> <td style="text-align: right;">(05)</td> </tr> <tr> <td style="text-align: right;">Total Weightage:</td> <td style="text-align: right;">(100)</td> </tr> <tr> <td colspan="2">* To be evaluated only upon conformity to eligibility criteria</td> </tr> </tbody> </table>	Evaluation Parameter*	Weightage	I. Competitiveness of Offered Bid	(50)	II. Conformity to Specifications	(30)	III. Bidder's Profile	(20)	(i) Sales turnover in last five years	(5)	(ii) Five assignments of similar scale in last 3 years	(10)	(iii) Warranty Period	(05)	Total Weightage:	(100)	* To be evaluated only upon conformity to eligibility criteria	
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ITB 25.3 (h)	<i>No additional criteria</i>																		
Contract Award																			
ITB 29	Percentage for quantity increase or decrease. To be 30%																		
ITB 32.2	Fifteen (15) days																		

Section IV. Technical Specifications

Section IV. Technical Specifications

Scope of Services

The vendor will be required to supply, install, configure, integrate and maintain the requisite equipments as mentioned in Technical Data.

Project Completion Timeline

Delivery and Installation Work will completed within 04 weeks from the date of issue of P.O to the successful bidder.

Installation, Configuration & Integration

The supplier should install, configure and maintain the supplied equipment according to the requirements of the M&AG by trained/certified technical staff so as to get the maximum functionality of the products.

Wherever the installation are put on hold by the purchaser a time slab of 4 weeks will constitute an Automatic Installation to enable processing of related payments of installation & integration, acceptance, warranty services and maintenance support cost.

Maintenance Support During and after Warranty

This should include the maintenance, repair and replacement etc., and patch serving and technical support as per the package offerings from the User.

Section V. Schedule of Supply

Section V Schedule of Supplies

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

S. No	Activity	Schedule
1.	Delivery of the Items and installations	Within 4 weeks from the date signing the contract.

Section VI. Sample Forms

Notes on the Sample Forms.

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

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

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

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

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

Sample Forms

1. BID FORM AND PRICE SCHEDULES	
---------------------------------------	--

- (I) THE UNIT AND TOTAL DELIVERED DUTY PAID (DDP) PRICES SHOULD INCLUDE THE PRICE OF INCIDENTAL SERVICES SPECIFIED IN PARA. 8 (GCC CLAUSE 13) OF THE SPECIAL CONDITIONS OF CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE FOR THE INCIDENTAL SERVICES.
2. BID SECURITY FORM (BANK GUARANTEE)
 3. PERFORMANCE SECURITY FORM
 4. MANUFACTURER'S AUTHORIZATION FORM.....
 5. INTEGRITY PACT

I. Bid Form, and Price Schedules

Date: _____

To:

Co-Director,
Business Support Services Department
10th Floor State Bank of Pakistan
I.I Chundrigar Road-Karachi-Pakistan

Dear Sir:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20_____.

*[signature]*_____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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

S. No.	Items Discriptions	Qty	Unit Price	Amount
1	FM-200 fire suppression system, Control panel complet with testing & commissioning Room size 24-0 x 25-6" Currency Section	1		
2	panel complet with testing & commissioning Room size 110-0 x 24-6" Currency Section Ground Floor	1		
3	Walk through Security Gate	1		
4	Buglary Alarm	1		
5	Hand Metal Detectors	2		
6	Fire Extinguisher Halatron Gas USA (Fire Chief Brand)	1		
	Total Amount			

Signature of Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit & total Delivered Duty paid (DDP) prices should include the price of incidental services. No separate payment shall be made for the incidental services.

Form-III
Bidder Capacity Assessment

S.No	Evaluation criteria	Evaluation parameter	Marks	Self Evaluation by the bidders	SBP evaluation
1	Company profile of the Bidder (please note that this is not principals/OEM's profile) (Max 10)	Multinational/Regional partner	4		
		Local partner-Highest level/Sole Partner	2		
		Local partner - middle level	2		
		Local partner-Lowest level	2		
		No Direct Partnership	0		
2	Experience of similar* installation (Max10) Similar means installation of Quoted Make and Product (Same Range of Models are acceptable here)	05 Assignments of similar scale in last 3 years	10		
3	Sales turnover of 10 million in any of last five years (Max 5)		5		
4	Warranty Period (Max - 5)				
			5		
		5	Conformity to specifications (Max20)		20
Total (highest marks)			50		

- For each of the above the customer has to provide documentary evidences.
- For '2' and '3' please attach the list of such clients, contact persons and number and if available reference or client satisfaction certificate.
- For '5' please attach details.

Annex-A to Form-III**Experience of Similar* Supply and Installation**

S. No	Assignment Description	Name /Contact Details of Client	Start Date	End Date	
1.					
2.					
3.					

2. Bid Security Form (Bank Guarantee).

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

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

Date: *[insert: date]*

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

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

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

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

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

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

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

[signature(s)]

(Printed name and title)

(Printed name and title)

3. Performance Security Form

To:

Co-Director BSSD,
10th Floor State Bank of Pakistan
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 _____ 19____ 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 _____ 19____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

4. Manufacturer's Authorization Form

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

To: *[name of the Purchaser]*

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

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

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

[signature for and on behalf of Manufacturer]

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

5. Integrity Pact

[See Clause 35 of the Instructions to Bidders]



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

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

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

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

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

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

Section VII.¹ Contract Form

THIS AGREEMENT made the ____ day of _____ 2009 ____ between State Bank of Pakistan (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

¹ To be finalized after issuance of Notification of Award

Section VIII.
General Conditions of Contract

General Conditions of Contract

Table of Clauses

1.	DEFINITIONS	ERROR! BOOKMARK NOT DEFINED.
2.	CONTRACT DOCUMENTS.....	ERROR! BOOKMARK NOT DEFINED.
3.	INTERPRETATION	ERROR! BOOKMARK NOT DEFINED.
4.	NOTICES	ERROR! BOOKMARK NOT DEFINED.
5.	GOVERNING LAW	ERROR! BOOKMARK NOT DEFINED.
6.	SETTLEMENT OF DISPUTES	ERROR! BOOKMARK NOT DEFINED.
7.	SCOPE OF THE SYSTEM	ERROR! BOOKMARK NOT DEFINED.
8.	TIME FOR COMMENCEMENT AND OPERATIONAL ACCEPTANCE	ERROR! BOOKMARK NOT DEFINED.
9.	SUPPLIER'S RESPONSIBILITIES	ERROR! BOOKMARK NOT DEFINED.
10.	BANK'S RESPONSIBILITIES	ERROR! BOOKMARK NOT DEFINED.
11.	CONTRACT PRICE	ERROR! BOOKMARK NOT DEFINED.
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13.	SECURITIES.....	ERROR! BOOKMARK NOT DEFINED.
14.	TAXES AND DUTIES	ERROR! BOOKMARK NOT DEFINED.
15.	COPYRIGHT.....	ERROR! BOOKMARK NOT DEFINED.
16.	SOFTWARE LICENSE AGREEMENTS.....	ERROR! BOOKMARK NOT DEFINED.
17.	CONFIDENTIAL INFORMATION	ERROR! BOOKMARK NOT DEFINED.
18.	REPRESENTATIVES	ERROR! BOOKMARK NOT DEFINED.
19.	PROJECT PLAN	ERROR! BOOKMARK NOT DEFINED.
20.	SUBCONTRACTING	ERROR! BOOKMARK NOT DEFINED.
21.	PRODUCT UPGRADES.....	ERROR! BOOKMARK NOT DEFINED.
22.	INSPECTIONS AND TESTS	ERROR! BOOKMARK NOT DEFINED.
23.	COMMISSIONING AND OPERATIONAL ACCEPTANCE	ERROR! BOOKMARK NOT DEFINED.
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27.	INTELLECTUAL PROPERTY RIGHTS WARRANTY & INDEMNITY	ERROR! BOOKMARK NOT DEFINED.
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29.	FORCE MAJEURE	ERROR! BOOKMARK NOT DEFINED.
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General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) “GCC” mean the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the State Bank of Pakistan interchangeably referred to as Bank, purchasing Goods, as named in SCC.
 - (h) “The Islamic Republic of Pakistan” is the country named in SCC.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
 - (j) “The State Bank” means the State Bank of Pakistan established under SBP Act 1956
 - (k) “The Project Site,” where applicable, means the place or places named in SCC.
 - (l) “Day” means calendar day.

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

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
- 7. Performance Security**
- 7.1 Within twenty (20) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 9. Packing**
- The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 10. Delivery and Documents**
- Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 11. Insurance**
- The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Supplier's responsibility.

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

14. Spare Parts

- 14.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for period stated in Special Conditions after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
- 15.3 If the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is beyond 01 year (e.g. 2, 3 or unlimited years), then the supplier will clearly identify the respective warranty periods against all such product in its proposal.
- 15.4 However, if the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is less than 01 year (e.g. 3 months), then supplier will clearly identify the options, services and cost associated in purchasing the extended warranty/maintenance service for up to 01 year on all such products in its proposal.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

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

18. Change Orders

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

- 19. Contract Amendments** Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

- 27. Resolution of Disputes**
- 27.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.
- 28. Governing Language**
- The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 29. Applicable Law**
- The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
- 30. Notices**
- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 31. Taxes and Duties**
- Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 33. Overriding effect of Public Procurement Rules 2004**
- In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

Section IX. Special Conditions of Contract

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

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

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

2. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 10% which will be valid for the period of contract to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

3 Inspections and Tests (GCC Clause 8)

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

4 Delivery and Documents (GCC Clause 10)

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

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

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

5 Insurance (GCC Clause 11)

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

6 Warranty (GCC Clause 15)

GCC 15.2

The equipment shall bear **One (1) years warranty (with free parts & labor)** from the Date of Installation at the central site. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

7 Payment (GCC Clause 16)

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

Payment for Goods supplied:

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

(i) Advance:

Ten percent (10%) of the One-time cost of goods inclusive of warranty to be supplied shall be paid as advance if requested by the bidder, within thirty (30) days of Contract signing after upon submission of an unconditional Bank Guarantee from a scheduled Bank in Pakistan.

(ii) On Supply/Delivery

Thirty percent (50%) percent of the One-time cost of goods inclusive of warranty to be supplied shall be paid upon delivery of all the products at the Project site (s).

(iii) On Completion of Installation(s)

Thirty percent (30%) percent of the One-time cost of goods inclusive of warranty to be supplied shall be paid upon Installation(s) of all the products at the Project site (s).

(iv) On issuance of Operational Acceptance Certificate by Bank

Ten percent (10%) of the One-time cost of goods inclusive of warranty to be supplied shall be paid on issuance of Operational Acceptance Certificate from the Bank within 90 days after delivery.

(v) Recurring Satellite Service Charges

Annual Satellite Service Charges shall be paid in 2 installments at the beginning of the period.

(vi) Recurring SLA, Maintenance and Support charges

Shall be paid on quarter basis at the end of each quarter subject to verification by SBP representative of the services.

8 Prices (GCC Clause 17)

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

9 Liquidated Damages (GCC Clause 23)

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

10 Resolution of Disputes (GCC Clause 28)

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

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

11 Applicable Law (GCC Clause 29)

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

12 Notices (GCC Clause 30)

GCC 301—Purchaser's address for notice purposes:

Co-Director Business Support Services Department, on behalf of State Bank of Pakistan 10th Floor State Bank of Pakistan I.I Chundrigar Road-Karachi–Pakistan

Appendix-A Service Level Maintenance Agreement
[Pursuant to SCC 15 at Para-7]

Service Scope

The Supplier shall, with due care, diligence and attention, provide the supply, installation of requisite equipments, specifications, warranty and technical support services to the full satisfaction of the Purchaser by assigning properly qualified and competent personnel having related product maintenance experience, state of the art methods and economic principles, and exercising all reasonable means required in ensuring quality services in accordance with this Agreement.

The Purchaser will provide all necessary details to the Supplier to configure the equipment for required service within the available and the commissioning of FM-200 system/fire equipments. All types of configuration shall be responsibility of Supplier and finally the Purchaser shall sign off configured equipment for acceptance after two weeks of operations from date of completion of installation and configuration.

The Supplier will make all reasonable endeavors to provide the above-mentioned services within the "Response Time" stated below and to perform the Repair and Replacement Services on or off the Customer's premises. Relocation, dismantling and reinstallation of equipment shall be monitored and supervised by the Supplier at Purchaser's expense and Purchaser would be responsible to provide labour, packing, material etc.

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

The Supplier shall have their own complete maintenance facilities with parts and service support facilities/network at different cities of Pakistan