



STATE BANK OF PAKISTAN  
SBP BANKING SERVICES CORPORATION (BANK), HYDERABAD

BIDDING DOCUMENTS

For

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
10 KVA ONLINE UPS FOR SBP-BSC, HYDERABAD**

At

**SBP BSC Hyderabad**

September 2022



## **Preface**

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding. This document would generally be used for procurement of all categories of goods and services.

**Document comprises of the Sections listed below:**

<b>Section I</b>	<b>Invitation for Bids (IFB)</b>
<b>Section II</b>	<b>Bid Data Sheet (BDS)</b>
<b>Section III</b>	<b>Instructions to Bidders (ITB)</b>
<b>Section IV</b>	<b>Evaluation Criteria</b>
<b>Section V</b>	<b>Technical Specification</b>
<b>Section VI</b>	<b>Technical Proposal Forms</b>
<b>Section VII</b>	<b>Financial Proposal Forms</b>
<b>Section VIII</b>	<b>Form of Contract Agreement</b>
<b>Section IX</b>	<b>General Conditions of Contract (GCC)</b>
<b>Section X</b>	<b>Special Conditions of Contract (SCC)</b>
<b>Section XI</b>	<b>Appendices (Contract)</b>





State Bank of Pakistan (SBP BSC)

## Section I. Invitation for Bids (IFB)

IFB No. GSU (Hyd)/ 10 KVA UPS/ 054909 /2022

Date: 15-09-2022

1. State Bank of Pakistan (SBP-BSC, Hyderabad) intends to acquire services for **“Supply, Installation, Testing & Commissioning of 10 KVA Online UPS for SBP-BSC, Hyderabad”**. Sealed bids are invited from all eligible bidders that meet the following eligibility criteria:
  - a) Bidder must be Original Equipment Manufacturer (OEM) or OEM's authorized agent/partner/distributor/reseller;
  - b) Bidder must have point of presence in Karachi/Hyderabad;
  - c) Bidder must be registered with Income Tax & Sales Tax Department and must appear on Active Taxpayer List of FBR.
  - d) Bidder must have supplied UPS of 10 KVA or above rating to at least three verifiable organizations during last three years.
  - e) Bidder must have annual turnover of at least 1.5 Million in any of the last three years.
  - f) Bidder should not be black listed by any government organization.
2. Bidding documents containing detailed terms and conditions, etc. are available free of cost for the interested bidders from the address given below on submission of a written application during Office hours after publication of IFB till closing thereof. Bidding documents can also be download from SBP website at [www.sbp.org.pk](http://www.sbp.org.pk) free of cost and submit the bids on the said bidding documents in hard form in accordance with tender requirements. In case of any discrepancy/conflict between submitted document and provision of this document on procuring agency website, the later shall prevail.
3. The bids, prepared in accordance with the instructions in the bidding documents, must be dropped in the Tender Drop Box kept in the Office of the PA to Chief Manager SBP BSC Hyderabad on or before **11-10-2022** till 03:00 PM. Bids will be opened on the same day at 03:30 PM. This advertisement is also available on PPRA and State Bank of Pakistan websites [www.ppra.org.pk](http://www.ppra.org.pk) & [www.sbp.org.pk](http://www.sbp.org.pk).



Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
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## Section II. Bid Data Sheet (BDS)

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

<b>BDS 1.</b>	<b>Method of Procurement</b>	ITB 1.15
	Bidding will be conducted under Rule 36 (b) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders.	
	Sealed technical and financial proposals must be in two separately sealed envelopes.	
<b>BDS 2.</b>	<b>OEM</b>	ITB 1.16
	OEM for the purpose of this bid shall mean manufacturer of “UPS System”.	
<b>BDS 3.</b>	<b>Name of Purchaser</b>	ITB 2.1
	State Bank of Pakistan, SBP-BSC, Hyderabad	
<b>BDS 4.</b>	<b>Title</b>	ITB 2.2
	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad	
	IFB No. <i>GSU (Hyd)/ 10 KVA UPS/ 054909 /2022</i>	
<b>BDS 5.</b>	<b>Eligible Bidders</b>	ITB 3
	Bidders that meet the eligibility criteria pursuant to Form T3 ‘Minimum Qualification / Eligibility requirements’ can participate in this Bidding Process.	
	Bidder/Firm/Consultant who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.	
	Blacklisted bidder/firm/company/individual are not allowed to participate in the bidding process. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years. (Submission of undertaking to this effect on legal stamp paper as per Form T8 is mandatory).	
	Joint Ventures and Consortiums are not allowed.	
<b>BDS 6.</b>	<b>Eligible Goods and Services</b>	ITB 5
	The goods and services produced by all countries except countries restricted by Federal Government	

The bidder has to ensure that all the components used for the required supplies are genuine and original. Bids proposing substandard, low quality, refurbished or copy items will be rejected. Documentary evidence showing genuineness of brand name, model and country of origin of the product so offered should also be attached.

<b>BDS 7.</b>	<b>Pre Bid Meeting</b>	ITB 9
	N/A	
<b>BDS 8.</b>	<b>Prices</b>	ITB 13.4
	Prices quoted by the Bidder shall be “fixed;” However, any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.	
<b>BDS 9.</b>	<b>Bid Currencies</b>	ITB 14
	Prices shall be quoted in Pak Rupees.	
<b>BDS 10.</b>	<b>Minimum Qualification/Eligibility Requirements</b>	ITB 15
	<ul style="list-style-type: none"> <li>a) Bidder must be Original Equipment Manufacturer (OEM) or OEM's authorized agent/partner/distributor/reseller;</li> <li>b) Bidder must have point of presence in Karachi/Hyderabad;</li> <li>c) Bidder must be registered with Income Tax &amp; Sales Tax Department and must appear on Active Taxpayer List of FBR.</li> <li>d) Bidder must have supplied UPS of 10 KVA or above rating to at least three verifiable organizations during last three years.</li> <li>e) Bidder must have annual turnover of at least 1.5 Million in any of the last three years.</li> <li>f) Bidder should not be black listed by any government organization.</li> </ul>	
<b>BDS 11.</b>	<b>Documents Establishing Goods' Eligibility</b>	ITB 16
	Documents: Pursuant to Form T4 Technical compliance of the Bidding Document. Bidders must provide Product Data Sheets from OEM, Technical, Promotional Brochure and Detailed Technical Specifications and features (certified from OEM) of the items quoted. Webinars, Information in electronic format.	
<b>BDS 12.</b>	<b>Bid Security</b>	ITB 17.1
	<ul style="list-style-type: none"> <li>▪ Amount of bid security is <b>Rs. 50,000/-</b>; must be accompanied by Technical Proposal in sealed envelope.</li> <li>▪ Bid Security must be valid for a period <b>1 month beyond the Bid Validity Period</b>.</li> <li>▪ Bid Security shall be in favor of 'SBP BSC (Bank)'.</li> <li>▪ Bid Security may be in the form of either Payment Order/Bank Draft or an unconditional bank guarantee from a scheduled Bank in Pakistan (as per Form F3 of Section VII).</li> <li>▪ Bid found without or 'with insufficient' Bid Security will be rejected instantly.</li> </ul>	
<b>BDS 13.</b>	<b>Bid validity period</b>	ITB 18.1
	The rates quoted must remain valid for a period of <b>120 days</b> after opening of bids.	
<b>BDS 14.</b>	<b>Sealing and Marking of Bids</b>	ITB 19.1
	<ul style="list-style-type: none"> <li>• The Bid shall comprise a single sealed package labeled as follows:</li> </ul>	

**Bid for:** IFB No. *GSU (Hyd)/ 10 KVA UPS/ 054909 /2022*

**Bidder:** [Name of Bidding Firm]

“DO NOT OPEN BEFORE **WEDNESDAY, 11 October 2022** , 15:30 Hours

**Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**

- The outer package shall contain two separate sealed envelopes as follows;  
(1) “TECHNICAL PROPOSAL” (containing one original & one copy of technical proposal) and  
(2) “FINANCIAL PROPOSAL” (containing one original & one copy of financial proposal).

**Labeling for ‘Technical Proposal’ envelope:**

**Bid for:** IFB No. *GSU (Hyd)/ 10 KVA UPS/ 054909 /2022*

**Bidder:** [Name of Bidding Firm]

**‘TECHNICAL PROPOSAL’**

**(Original & Copy)**

**Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**

“DO NOT OPEN BEFORE **WEDNESDAY, 11 October 2022** , 15:30 Hours

**Labeling for ‘Financial Proposal’ envelope:**

**Bid for:** IFB No. *GSU (Hyd)/ 10 KVA UPS/ 054909 /2022*

**Bidder:** [Name of Bidding Firm]

**‘FINANCIAL PROPOSAL’**

**(Original & Copy)**

**Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**

“DO NOT OPEN BEFORE **WEDNESDAY, 11 October 2022** , 15:30 Hours

BDS 15.	Contents of the Technical Proposal Envelope	ITB 20
1.	Form T1 Bid Form: duly filled and signed.	
2.	Form T2 Bidder’s Representative: duly filled and signed.	

3.	Form T3	Bidders Eligibility Criteria: duly signed and attached with evidence and reference of each criteria.
4.	Form T4	Technical Compliance: duly filled, signed and attached with evidence and reference documents such as brochures and data sheets of the offered products.
5.	Form T5	Schedule of Supplies & Implementation: duly filled and signed.
6.	Form T6	Manufacturer's Authorization Form: duly filled and signed.
7.	Form T7	Integrity Pact: duly filled and signed
8.	Form T8	Affidavit for Bidder's Blacklisting Status
9.		Itemized BoM without prices.
10.		Bidder's introduction.
11.		Brief solution
12.		Training details if required

**Note: Please do not disclose the 'Bid Price' in 'Technical Proposal'.**

<b>BDS 16.</b>	<b>Contents of the Financial Proposal Envelope</b>	ITB 20
1.	Form F1	Bid Form with Financials: duly filled and signed.
2.	Form F2	Price Schedule in Pak. Rupees: duly filled and signed.
3.	Form F3	Bid Security Form (Bank Guarantee) or Payment Order / Demand Draft in favor of SBP BSC Bank.

<b>BDS 17.</b>	<b>Address for bid submission</b>	ITB 21.1
PA to Chief Manager SBP BSC Hyderabad, 2 <sup>nd</sup> Floor, SBP-BSC, Hyderabad		
Phone: (022) 9200605		
Fax: (022) 9200604		

<b>BDS 18.</b>	<b>Deadline for bid submission</b>	ITB 21.1
<b>WEDNESDAY, 11 October 2022 at 03:00 pm</b>		

<b>BDS 19.</b>	<b>Date and Time of bid opening.</b>	ITB 24.1
<b>WEDNESDAY, 11 October 2022 at 03:30 pm</b>		

In case of any unforeseen reasons, unrest, force majeure or public holiday on bid opening date, the bids shall be opened on the next working day at the same place and time.

<b>BDS 20.</b>	<b>Place of bid opening.</b>	ITB 24.1
Office of Deputy Chief Manager, 1 <sup>st</sup> Floor, SBP-BSC, Hyderabad		

<b>BDS 21.</b>	<b>Clarification of Bidding Documents</b>	ITB 25
The Purchaser will respond in writing, to request for clarification of the bidding documents that it receives at least 7 days prior to date of bid opening.		

**Contact for Queries & Clarifications.**

Assistant Executive Engineer (E&M)  
Engineering Unit, 1<sup>st</sup> Floor

## SBP-BSC, Hyderabad

<b>BDS 22.</b>	<b>Evaluation of Bids</b>	ITB 27
	Evaluation will be carried out as per the criteria defined in “ <b>Section IV Evaluation Criteria</b> ”	
<b>BDS 23.</b>	<b>Purchaser’s Right to Vary Quantities at Time of Award</b>	ITB 31
	Up to 15%	
<b>BDS 24.</b>	<b>Signing of Contract</b>	ITB 35.2
	Within twenty one (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract with applicable stamp duty as per applicable Stamp Duty Act and return it to the Purchaser.	
<b>BDS 25.</b>	<b>Performance Security</b>	ITB 36
	5% Performance Security is required of the total contract amount for the entire contract period.	
	Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security as per the Performance Security Form provided in the bidding documents.	
<b>BDS 26.</b>	<b>Preliminary Evaluation</b>	ITB 26.6
	Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.	



## Section III. Instructions to Bidders (ITB)

### A. Introduction

ITB1. Definitions	<p>1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan</p> <p>1.2. “Bank” means the State Bank of Pakistan, Karachi.</p> <p>1.3. Comparable Experience means the experience in providing goods comparable to the ones being solicited through this procurement</p> <p>1.4. “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</p> <p>1.5. “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.</p> <p>1.6. Supplier” means any entity or person that may provide goods under the Contract.</p> <p>1.7. “Contract” means the Contract to be signed by the Parties and all the attached documents listed therein.</p> <p>1.8. “Bid Data Sheet (BDS)” means such part of the Instructions to Bidders used to reflect specific assignment conditions.</p> <p>1.9. “Day” means calendar day.</p> <p>1.10. “Government” means the Federal Government of Islamic Republic of Pakistan</p> <p>1.11. “Instructions to Bidders” (Section III of the SBD) means the document which bidders with all information needed to prepare their bids.</p> <p>1.12. In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.13. “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</p>
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	<p>rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.14. “Method of Procurement” means bidding method adopted for this procurement under PPRA rules 2004. [stated in BDS ]</p> <p>1.15. OEM is “Original Equipment Manufacturer”</p> <p>1.16. “The Goods” means all of the equipment, machinery, software and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.</p>
ITB2. Purchaser	<p>2.1. State Bank of Pakistan, having its principal place of business at I.I. Chundrigar Road, Karachi, which terms, wherever the context permits shall be deemed to include its subsidiaries hereinafter interchangeably called “Purchaser” intends to apply its funds under the contract for which this Invitation for Bids is issued Identification No and Title of Contract: [stated in BDS]</p> <p>2.2. 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>
ITB3. Eligible Bidders	<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 firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government.</p> <p>3.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods to be purchased under this Invitation for Bids.</p> <p>3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with Rule 2 (f) and 19 of Public Procurement Rules 2004</p> <p>3.4. The bidder has not been blacklisted by any Federal or Provincial Government Department, Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years. (Submission of undertaking to this effect on legal stamp paper is mandatory).</p>

## ITB4. Code of Conduct

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

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

4.2. 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.

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

Nature of Offense / Fault	Means of Verification	Action By Committee
Corruption	Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP	Permanent blacklisting.
Fraud	Cross verification of documentary undertaking submitted by Contractor/ Bidder / Supplier / Consultant.	Blacklisting for 3-5 years [depending on severity of fraud]
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and	Blacklisting for 1-2 years [depending on severity of non-



	<p>notices of performance deficiencies not suitably responded or defended by Contractor/ Bidder / Supplier / Consultant.</p> <p><i>performance.] To be blacklisted for procurements during the period of debarment. .</i></p>
	<p>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.</p> <p>4.4. 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.</p> <p>4.5. 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.</p> <p>4.6. Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section VI for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank</p> <p>4.7. Bank's policy requires that selected bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Bank's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement</p> <p>4.8. 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>4.9. 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</p>



	<p>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>4.10. 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>4.11. 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>4.12. 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>
ITB5. Eligible Goods and Services	<p>5.1. All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in this document.</p> <p>5.2. For purposes of this clause, "origin" means the place where the Equipment are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>5.3. The origin of goods and services is distinct from the nationality of the Bidder.</p>
ITB6. Cost of Bidding	<p>6.1. 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</p>



	responsible or liable for those costs, Regardless of the conduct or outcome of the bidding process.
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## B. The Bidding Documents

ITB7. Content of Bidding Documents	<p>7.1. In accordance with Rule 23 of PPRA 2004 the equipment required to be procured, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <table border="0"> <tr> <td>Section I</td><td>Invitation for Bids (IFB)</td></tr> <tr> <td>Section II</td><td>Bid Data Sheet (BDS)</td></tr> <tr> <td>Section III</td><td>Instructions to Bidders (ITB)</td></tr> <tr> <td>Section IV</td><td>Evaluation Criteria</td></tr> <tr> <td>Section V</td><td>Technical Specification</td></tr> <tr> <td>Section VI</td><td>Technical Proposal Forms</td></tr> <tr> <td>Section VII</td><td>Financial Proposal Forms</td></tr> <tr> <td>Section VIII</td><td>Form of Contract Agreement</td></tr> <tr> <td>Section IX</td><td>General Conditions of Contract (GCC)</td></tr> <tr> <td>Section X</td><td>Special Conditions of Contract (SCC)</td></tr> <tr> <td>Section XI</td><td>Appendices (Contract)</td></tr> </table> <p>7.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>7.3. Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.</p>	Section I	Invitation for Bids (IFB)	Section II	Bid Data Sheet (BDS)	Section III	Instructions to Bidders (ITB)	Section IV	Evaluation Criteria	Section V	Technical Specification	Section VI	Technical Proposal Forms	Section VII	Financial Proposal Forms	Section VIII	Form of Contract Agreement	Section IX	General Conditions of Contract (GCC)	Section X	Special Conditions of Contract (SCC)	Section XI	Appendices (Contract)
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ITB8. Clarification of Bidding Documents	<p>A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Purchaser's address indicated in ITB Clause 21.1. The Purchaser will respond in writing to any request for clarification of the bidding documents that it receives no later than seven (07) days when bid submission period is (15) days and twenty-one (21) days when bid submission period is thirty (30) days prescribed. Copies of the Purchaser's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Bank.</p>																						
ITB9. Amendment of Bidding Documents	<p>9.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace</p>																						



	<p>earlier ones; once the bids are opened no amendments can be made in the bidding document.</p> <p>9.2. Any amendment in the required item(s)/specification or in the bid document which will be decided by SBP after pre bid meeting will be communicated to all the bidders.</p>
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## C. Preparation of Bids

ITB10. 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.
ITB11. Documents Comprising the Bid	<p>The bid prepared by the Bidder shall comprise the following components:</p> <ol style="list-style-type: none"> <li>A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13.</li> <li>documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</li> <li>documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and</li> <li>bid security furnished in accordance with ITB Clause 17.</li> </ol>
ITB12. Bid Form	The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, its country of origin, quantity, and prices.
ITB13. Bid Prices & Taxes	<p>13.1. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods proposed to supply under the contract.</p> <p><u>a. Goods supplied from outside Pakistan:</u></p> <p>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</p>

specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.

**b. Locally supplied Goods:**

Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods

- 13.2. The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of Inco terms published by the International Chamber of Commerce, Paris. 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.
- 13.3. The Bidder's separation of price components in accordance with ITB Clause 12.2 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. For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Breakdown of the Contract Price.
- 13.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected; Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder.
- 13.5. Bids are required to be inclusive of all admissible/applicable taxes and duties (applicable at the time of bid submission).
- 13.6. The bids will be subject to all admissible Federal & Provincial taxes and duties on supplies & services etc unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities.
- 13.7. Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder.
- 13.8. Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.
- 13.9. The Bidder, Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax and other taxes, on



	<p>income arising out of the Contract as per final tax liability assessed by tax authorities.</p> <p>Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to supplier as per applicable laws.</p> <p>13.10.If a bidder submits a bid exclusive of taxes it will be considered only after addition/incorporation of all applicable taxes, the amount stated in the 'Bid Form' &amp; 'Price Schedule' will be adjusted accordingly.</p> <p>13.11.If a bidder submits a bid inclusive of non applicable/admissible taxes, the amount stated in the 'Bid Form' &amp; 'Price Schedule' will be adjusted accordingly.</p>
ITB14. Bid Currencies	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
ITB15. Documents Establishing Bidder's Eligibility and Qualification	<p>15.1. Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>15.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.</p> <p>15.3. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>a. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan;</li> <li>b. that the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>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</li> <li>d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>

<p>ITB16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</p>	<p>16.1. Pursuant to ITB Clause 15, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>16.2. 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:</p> <ul style="list-style-type: none"> <li>a. a detailed description of the essential technical and performance characteristics of the goods;</li> <li>b. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the equipment by the Purchaser; and</li> <li>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.</li> </ul> <p>16.3. For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid Data Sheet. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<p>ITB17. Bid Security</p>	<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> <ul style="list-style-type: none"> <li>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;</li> <li>b. be substantially in accordance with one of the forms of bid security included in Section VII or other form approved by the Bank prior to bid submission;</li> <li>c. be payable promptly upon written demand by the Purchaser;</li> </ul>



	<p>d. be submitted in its original form; copies will not be accepted;</p> <p>e. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2.</p> <p>17.2. The bid security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid and shall list all partners of the Joint Venture.</p> <p>17.3. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 18.</p> <p>17.4. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.</p> <p>17.5. The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>b. If items specified in technical specifications are quoted as options (if allowed), 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.</li> <li>c. in the case of a successful Bidder, if the Bidder fails. <ul style="list-style-type: none"> <li>(i) to sign the contract in accordance with ITB Clause 35;</li> <li>or</li> <li>(ii) to furnish performance security in accordance with ITB Clause 36.</li> </ul> </li> </ul>
ITB18. Period of Validity of Bids	<p>18.1. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>18.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p>
ITB19. Format and Signing of Bid	<p>19.1. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each</p>



	<p>“ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>19.2. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>19.3. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>19.4. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>
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## D. Submission of Bids

ITB20. Sealing and Marking of Bids	<p>20.1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. In a same manner Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes. The inner envelopes shall be marked as “COPY OF TECHNICAL PROPOSAL” and “COPY OF FINANCIAL PROPOSAL” in bold letters. The outer envelope shall be addressed to the Purchaser at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS.</p> <p>20.2. If the outer envelope is not sealed and marked as required by ITB Clause 20.1, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
ITB21. Deadline for Submission of Bids	<p>21.1. Bids must be received by the Purchaser at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>21.2. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>



ITB22. Late Bids	Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 21 will be rejected and returned unopened to the Bidder.
ITB23. Modification and Withdrawal of Bids	<p>23.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>23.2. No bid may be modified after the deadline for submission of bids.</p> <p>23.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.5.</p>

## E. Opening and Evaluation of Bids

ITB24. Opening of Bids by the Purchaser	<p>24.1. The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>24.2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 22.</p>
ITB25. Clarification of Bids	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.
ITB26. Preliminary Evaluation	26.1. The Purchaser will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/earnest money have been furnished (in case of single stage two envelopes bidding procedure, earnest money will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form (Form T1) of Section VI and whether Bidder has qualified for the minimum



eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3) of Section VI.

- 26.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy in quantities between bid and the quantities stated at Price Schedule as per Form F2 Section VII hereto, the quantities at Price Schedule will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 26.3. The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 26.4. Prior to the detailed evaluation, the Bank will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the offered product; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Bank's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26.5. If a bid is not substantially responsive and meeting the minimum eligibility criteria will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 26.6. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will be rejected.



ITB27. Detail Evaluation of Bids	Pursuant to ITB 26 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Technical Compliance (Form T4) of Section VI and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most advantageous bid shall be accepted.
ITB28. Contacting the Purchaser	<p>28.1. Subject to ITB Clause 25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.</p> <p>28.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>

## F. Award of Contract

ITB29. Post-qualification	<p>29.1. In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the Most advantageous and responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3.</p> <p>29.2. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>29.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next Most advantageous bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
ITB30. Award Criteria	Subject to ITB Clause 29, the contract will be awarded to the successful Bidder whose bid has been found technically and commercially compliance and has offered the lowest evaluated cost, emerged as Most advantageous bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
ITB31. Purchaser's Right to Vary	The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data



Quantities at Time of Award	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.
ITB32. Purchaser's Right to Reject All Bids	The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award.
ITB33. Notification of Award	<p>33.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>33.2. The notification of award will constitute the formation of the Contract.</p> <p>33.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.</p> <p>33.4. The successful Bidder shall sign and date the contract with applicable stamp duty as per Stamp Act 1899 and return it to the Purchaser.</p>
ITB34. Disqualification prior to Contract Signing	<p>34.1. If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However, after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 40 of PPR-2004 if a supplier or contractor has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a contractor or a supplier if the conditions of his qualification are invalidated the next Most advantageous bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1). For rejecting the Most advantageous responsive bid and opting for 2nd Most advantageous bidder, opportunity of being heard should be provided to bidder with Most advantageous bid and prior approval of competent authority of Bank shall be obtained.</p> <p>34.2. This process conforms to Rule 4 of PPR-2004 which requires "the procurement process to be efficient and economical". Re-starting the process will be inconsistent with foregoing.</p>
ITB35. Signing of Contract	35.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.



	35.2. Within twenty four (24) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
ITB36. Performance Security	<p>36.1. Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>36.2. Failure of the successful Bidder to comply with the requirement of ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next Most advantageous Bidder or call for new bids.</p>
ITB37. Confidentiality	Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidders of confidential information related to the process may result in the rejection of its bid.
ITB38. Overriding Effect of PPR-2004	Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.
ITB39. Redressal of Grievances	Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to Bank's Redressal /Grievance Committee available at PPRA website, pursuant to Rule 48 of PPR-2004.

## Section IV. Evaluation Criteria

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1. Evaluation of the bids and award of contract will done for the complete requirement.
2. The bidders' minimum Eligibility/Qualification will be ascertain totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form T4 of Section VI) will be evaluated totally on compliance based method.
4. The Financial Proposals of the only technically qualified proposals will be opened.
5. The Financial Bids will be evaluated on the basis of unit price and applicable taxes.
6. The contract will be awarded to the successful Bidder whose bid will be found eligible & technically compliant and has offered the lowest cost and emerged as Most Advantageous Bid.



## Section V. Technical Requirements

### Objective:

The objective of the project is to provide UPS backup to CCTV Monitoring system installed at SBP-BSC, Hyderabad.

### Scope of project:

- Procurement of new UPS System and related items.
- Delivery of equipment / items to site as per agreed schedule with the given project timeline.
- Installation, testing, configuration & integration with setup and transfer of load.
- Operational Acceptance
- Warranty, Maintenance & Support Services, as per SLA

### Technical Requirements and Specifications:

S No.	Item	Technical Specifications	Qty	
1	UPS System	Supply, installation, testing & commissioning of Genuine Branded, 10KVA Online UPS System. Specification of UPS System will be as mentioned below:	1	
		Capacity/Rating		10 KVA
		Make of UPS		INVEREX/EMERSON/APC or any other approved equivalent
		Make of Batteries		EXIDE/AMARON/NARADA/PANASONIC or any other approved equivalent
		Technology		Microprocessor based Digital Control, IGBT based, True on line double conversion, AC to DC conversion and then DC to AC.
		Waveform		Pure Sine wave
		Input Voltage		110-270V
		Input Frequency		45-55 Hz (Generator Compatible)
		Input Power Factor		> 0.90
		Output Voltage		208V/220/230/240V AC -Selectable
		Out Put Power Factor		0.85 or higher
		Output Frequency		50Hz +/- 0.05%
		Protection		Input Over/Under Voltage, Output Overload, Short Circuit, Battery Low/High, Battery reversed polarity, protection for IGBT & thermal overload.
		Display		LCD/LED
		Alarms		Audible Alarms should be provided for Mains Fail, Battery Low and Fault Conditions.
		Operating Conditions		0-40 deg C, 0-90% RH maximum, non-condensing
		Cooling		Air forced type
Back Up Time	60 mins on full load			
Minimum VAH Required	10800 (Bidders can choose battery capacity accordingly)			

	Approved standard	EN 62040-2 or IEC 62040-2 of 2005 or later	
	<b>1. Warranty (with parts, consumables &amp; services): 01 Year Complete Warranty</b> <b>Contractor shall provide free of cost consumables during warranty period</b>		

**“During the implementation of project, no additional cost will be paid to vendor for the transportation, delivery and installation, testing of items etc. at SBP BSC filed office.”**

### **Installation and Software Configuration:**

Installation will be considered accomplished when the system or subsystems have been fixed, connected and made operational for production use at site.

### **Operational Acceptance:**

The Operational Acceptance Certificate will be issued by the concerned technical team after the delivery, installation, proper testing & configuration of required equipment (as per the required technical specifications and features) at the purchaser site (i.e. SBP-BSC, Hyderabad).

Any component or equipment identified non-genuine, copy or refurbished during inspection or performance, will be rejected instantly for acceptance and it will be supplier's responsibility to replace that component or equipment or the entire lot. Purchaser may terminate the contract in case of failure or required deliverables.

### **Warranty support:**

**One (01) year** comprehensive on-site warranty with free replacement of parts, batteries, upgrade of software, patches etc. and labor starting from the date of Operational Acceptance.

**Response and Repair time;** The Support services will remain available to the Supplier on call 24 x 7 basis. When load side is "down" due to a very critical or total hardware or its component failure and has a critical impact to the business operations of SBP, the vendor's team / engineer will reach at site within 24 hours' after the reporting of fault and will resolve the problem.

**Preventive Maintenance of UPS System;** The supplier will provide preventive maintenance schedule, check list of routines and perform activity recommended by the principal manufacturer (OEM), after every six months during warranty period and shall provide training to the local office staff to provide maintenance services after the warranty is expired.

### **Documentation:**

The supplier will provide manuals and documentation/CDs etc. as provided by the OEM.

### **Project Completion Timeline:**

Work will have to be completed within 10 weeks from the date of signing of the contract to the successful bidder.

### **Product Registration:**

The Supplier will provide Product Registration of the supplied products and related items wherever applicable either online through web/internet or in written format from the OEM.

### **Tests & Inspections:**

S. No	Item	Test
1	UPS System	<ul style="list-style-type: none"> <li>• Physical inspection.</li> <li>• Regulatory Compliance as in Technical Specifications</li> <li>• Brand, rating, and quantity verification.</li> <li>• Installation at site verification.</li> <li>• Functional/operational verification.               <ol style="list-style-type: none"> <li>1. Mode of operation (Normal, and battery test)</li> <li>2. Battery Backup time test.</li> <li>3. Battery charging test.</li> <li>4. Monitoring at the front control panel/display locally and remotely through software.</li> <li>5. Status indication on front control panel/display locally and remotely through software.</li> <li>6. Fault and alarms reporting on front control panel/display locally and remotely through software.</li> </ol> </li> <li>• Any other tests as recommended by OEM as per specifications</li> </ul>

Any testing related cost shall be borne by the supplier.

**During the project, implementation if anything damaged or dug by supplier then the successful supplier will have to repair / rectify or replace by the same standard of quality item**

**The successful Supplier will be essentially required to provide necessary CNIC of the Engineers, Technicians, labors and other logistic resources etc. working within the Purchaser sites during the contract period.**  
**The bidder must adhere to the rules, discipline and practices of SBP, during the entire course of project.**

## Section VI. Technical Proposal Forms

Following should be the contents of the <b>Technical Proposal Envelope:</b>		
1.	Bid Form	Form T1
2.	Bidder's Representative	Form T2
3.	Bidders Eligibility Criteria	Form T3
4.	Technical Compliance	Form T4
5.	Schedule of Supplies & Implementation	Form T5
6.	Manufacturer's Authorization Form:	Form T6
7.	Integrity Pact	Form T7
8.	Affidavit for Bidder's Blacklisting Status	Form T8
9.	Itemized BoM without prices.	
10.	Bidder's Introduction.	
11.	Brief solution	



## Form T1 Bid Form

(Technical Proposal)

Date: \_\_\_\_\_  
 IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad  
 Bidder: \_\_\_\_\_  
 To: \_\_\_\_\_

Chief Manager  
 State Bank of Pakistan  
 SBP BSC (Bank) Hyderabad  
 Phone: (022) 9200605  
 Fax: (022) 9200604

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, accept all stated terms & conditions and offer to supply and deliver the required items in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and 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 **5%** of the total contract amount for the entire contract period 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 **120 days** from the date fixed for Bid opening under Clause 24 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 \_\_\_\_\_ 2022

\_\_\_\_\_  
*[Seal & signature] [in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_

**Form T2 Bidder's Representative**

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS  
at SBP-BSC, Hyderabad  
Bidder: \_\_\_\_\_

Bidder's Authorized Representative for this bid is:

Name:	
Designation:	
Specimen Signature:	
Cell:	
Land Line:	
Email:	
Postal Address:	

Seal & Signature of Bidder: \_\_\_\_\_

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



## Form T3 Bidders Eligibility/Qualification Criteria

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad  
 Bidder: \_\_\_\_\_

#	Eligibility / Qualification Criteria	Means of Verifications	Reference in Bid**	Bidder's Assessment (Y/N)
a.	Bidder must be Original Equipment Manufacturer (OEM) or OEM's authorized agent/ partner/ distributor/ reseller;	In case of Authorized agent/partner/distributor/reseller, valid Partnership Certificate of OEM/OEM letter/web reference as proof is required		
b.	Bidder must have point of presence in Karachi/Hyderabad	Provide the address and phone numbers of the Office / Service Centers.		
c.	Bidder must be registered with Income Tax & Sales Tax Department and must appear on Active Taxpayer List of FBR.	Attach copy of valid NTN, GST certificate and reference of Active Taxpayer list of FBR.		
d.	Bidder must have supplied UPS of 10 KVA or above rating to at least three verifiable organizations during last two years	Attach copy of verifiable Work Order		
e.	Bidder must have annual turnover of at least 3 Million in any of the last three years.	Attested and signed copy must be provided		
f.	Bidder should not be black listed by any government organization.	Affidavit on stamp paper		

**\*\*Please write down the reference Doc and its page no in this column.**

Seal & Signature of Bidder: \_\_\_\_\_

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



## Form T4 Technical Compliance

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022

Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

Bidder: \_\_\_\_\_

Please write Yes / No in the blank space against each specification of items, which your product contains, and in case of any difference please elaborate equivalence. All technical specifications will be as per Section V Technical Specifications.

#	Item Description	Reference in Bid	Bidder's Assessment (Y/N)
Capacity/Rating	10 KVA		
Make of UPS	Inverex/EMERSON/APC/SOCOMECH or any other approved equivalent		
Make of Batteries	EXIDE/AMARON/NARADA/PANASONIC or any other approved equivalent		
Technology	Microprocessor based Digital Control, IGBT based, True on line double conversion, AC to DC conversion and then DC to AC.		
Waveform	Pure Sine wave		
Input Voltage	110-270V		
Input Frequency	45-55 Hz (Generator Compatible)		
Input Power Factor	> 0.90		
Output Voltage	208V/220/230/240V AC -Selectable		
Out Put Power Factor	0.85 or higher		
Output Frequency	50Hz +/- 0.05%		
Protection	Input Over/Under Voltage, Output Overload, Short Circuit, Battery Low/High, Battery reversed polarity, protection for IGBT & thermal overload.		
Display	LCD		
Alarms	Audible Alarms should be provided for Mains Fail, Battery Low and Fault Conditions.		
Operating Conditions	0-40 deg C, 0-90% RH maximum, non condensing		
Cooling	Air forced type		
Soft ware support	Novel Netware/UNIX/Windows NT/Solaris		
Batteries	SMF-VRLA type.		
Back Up Time	60 mins on full load		



Minimum VAH Required	10800 (Bidders can choose battery capacity accordingly)		
Approved standard	EN 62040-2 or IEC 62040-2 of 2005 or later		

### **Warranty and post-warranty (SLA) support**

	Description	Reference Page in Bid	Bidder's Assessment (Y/N)
1	Complete Compliance of Warranty as per Technical Specification mentioned in Section V.		
2	Availability requirements including recovery and response time along with the Terms and Conditions mentioned under Warranty requirement in Section V. 'Technical Specification' is accepted and will be complied during execution of the contract		

Bidder must attach product data sheet, brochures, technical manuals or any other relevant document from OEM to give as reference for the verification of the feature or technical specification.

Seal & Signature of Bidder: \_\_\_\_\_

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



## Form T5      Delivery & Implementation Schedule

IFB No:                      GSU (Hyd)/ 10 KVA UPS/ 054909 /2022

Title:                        Supply, Installation, Testing and Commissioning of 10 KVA Online UPS  
at SBP-BSC, Hyderabad

Bidder:                     \_\_\_\_\_

The period/months will be counted from the date of signing of contract.

Job description		Implementation Schedule
1.	Delivery, Installation & Operational Acceptance of UPS System	10 Weeks
2.	One-year Warranty Period	Will commence after Operational Acceptance

**The Project Timeline to achieve Operational Acceptance is 10 weeks or earlier from the date of contract signing.**

Seal & Signature of Bidder: \_\_\_\_\_

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



## Form T6 Manufacturer's Authorization Form

### Not Required

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad  
Package:

To:

Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
Fax: (022) 9200604

### **Authorization Form. for “Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad”**

Dear Sir,

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 sign the Contract with you against IFB No. GSU (Hyd)/ 10 KVA UPS/ 054909 /2022 for the items required in the bidding documents.

\_\_\_\_\_  
*[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.



## Form T7 Integrity Pact



STATE BANK OF PAKISTAN

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

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

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

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

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

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

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

Seal & Signature of Bidder: \_\_\_\_\_

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



**Form T8 Affidavit for Bidder's Blacklisting Status**

Date: \_\_\_\_\_  
IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC,  
Hyderabad  
Bidder: \_\_\_\_\_

**[Required on non-judicial stamp paper; value of stamp paper should be as per required value  
as per Stamp Duty Act ]**

To:

Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
Fax: (022) 9200604

**Affidavit for Bidder's Blacklisting Status**

Dear Sir,

I/We hereby confirm and declare that I/We, M/s -----, has not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority(NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security and/or Performance Security and termination of contract.

Seal & Signature of Bidder: \_\_\_\_\_

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



## Section VII. Financial Proposal Forms

Following should be the contents of the <b>Financial Proposal Envelope:</b>		
1.	Bid Form with Financials	Form F1
2.	Price Schedule in Pak. Rupees	Form F2
3.	Bid Security Form (Bank Guarantee)	Form F3 or Payment Order / Demand Draft in favor of SBP BSC Bank



## Form F1 Bid Form with Financials

(Financial Proposal)

Date:	
IFB No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Bidder:	

To:

Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
Fax: (022) 9200604

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, accept all stated terms & conditions and offer to supply and deliver the required items 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 **5%** of the total contract amount for the entire contract period 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 **120 days** from the date fixed for Bid opening under Clause 24 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 \_\_\_\_\_ 2022

\_\_\_\_\_  
[Seal & signature]     [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_

## Form F2 Price Schedule in PKR

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad  
 Bidder: \_\_\_\_\_

Below mentioned goods/software/services will be as per technical specification given in **Section V- Technical Specification**. (All the quotes must be provided as per format specified below)

#	Description	Make & Model	Qty <i>Q</i>	Cost	Tax @ 17%	Amount (PKR)
				<i>C</i>	<i>T</i>	<i>Q</i> x ( <i>C</i> + <i>T</i> )
A	Equipment (with 01-Years Warranty)					
1	Online UPS System		01			
Total Cost (A)						

**Note:**

- i. Prices must be inclusive of all applicable taxes and duties.
- ii. Before filling this form kindly read the required Technical Specifications in Section V.
- iii. The prices must include the price of incidental services and installation. No separate payment shall be made for the incidental services and installation.

Seal & Signature of Bidder: \_\_\_\_\_

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



## Form F3 Bid Security Form (Bank Guarantee)

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	[the Supplier]

Date:	_____
No.	_____
Amount:	<b>Rs. 50,000/-</b>
Validity:	<b>1 month beyond Bid Expiry date</b>

To:,  
 Chief Manager  
 State Bank of Pakistan  
 SBP BSC (Bank) Hyderabad  
 Phone: (022) 9200605  
 Fax: (022) 9200604

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 "**Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**" under Invitation for Bids No. **GSU (Hyd)/ 10 KVA UPS/ 054909 /2022** ("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.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Signature and seal of the Guarantors

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

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



## Section VIII. Form of Contract Agreement

*(To be submitted along with applicable stamp duty as per Stamp Act 1899)*

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ between State Bank of Pakistan (hereinafter called “**the Purchaser**”) of the one part and [**the Supplier**] of \_\_\_\_\_, Pakistan (hereinafter called “**the Supplier**”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., “**Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**” and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [**Contract Price**] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. Appendices;
    - Appendix -1 Notification of Award
    - Appendix -2 Acceptance Letter
    - Appendix -3 Supplier's Representative
    - Appendix -4 Technical Specifications
    - Appendix -5 Delivery & Implementation Schedule
    - Appendix -6 Price Schedule
    - Appendix -7 Payment Schedule
    - Appendix -8 Supplier Account Form (S2)
    - Appendix -9 Performance Security (Bank Guarantee)
    - Appendix -10 Integrity Pact
    - Appendix -11 Sample Forms of the Contract Agreement
    - Appendix -12 The Supplier's Bid
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.
5. This agreement can only be amended or extended in writing and upon mutual agreement of both the parties.

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

Sign and seal, (for the Purchaser):

\_\_\_\_\_  
Name:

Designation:

Witness 1: \_\_\_\_\_

Name:

Designation:

Witness 2: \_\_\_\_\_

Name:

Designation:

Sign and seal, (for the Service Provider/Supplier):

\_\_\_\_\_  
Name:

Designation:

Witness 1: \_\_\_\_\_

Name:

Designation:

Witness 2: \_\_\_\_\_

Name:

Designation:

## Section IX. General Conditions of Contract (GCC)

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>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.</li> <li>b. “The Original Contract Price” means the total price agreed at the time of signing the contract payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. “The Goods” means all of the equipment, machinery, software and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>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 obligations of the Supplier covered under the Contract.</li> <li>e. “GCC” means the General Conditions of Contract contained in this section.</li> <li>f. “SCC” means the Special Conditions of Contract.</li> <li>g. “The Purchaser” means the State Bank of Pakistan interchangeably referred to as Bank, purchasing Goods, as named in SCC.</li> <li>h. “The Islamic Republic of Pakistan” is the country named in SCC.</li> <li>i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>j. “The State Bank” means the State Bank of Pakistan established under SBP Act 1956</li> <li>k. “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>l. “Day” means calendar day.</li> <li>m. “Installation and Operational Acceptance” where applicable means the Installation and Acceptance of a product defined as in SCC.</li> <li>n. “The Actual (Adjusted) Contract Price” means the price payable to the Supplier under the Contract after all the adjustments of quantities, lengths and extent of deliveries after installation and or Acceptance for the full and proper performance of its contractual obligations.</li> <li>o. “System” – is the set of all the components of the project.</li> <li>p. “Subsystem” – is a subset of the components of the project grouped for a site or for a particular category/type of supplies.</li> </ul>
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<b>2.Application</b>	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3.Country of Origin</b>	<p>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</p> <p>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.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
<b>4. Standards</b>	4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Bank</b>	<p>5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p>
<b>6. Patent Rights</b>	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.
<b>7. Performance Security</b>	<p>7.1 Within twenty one (21) 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.</p> <p>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.</p> <p>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</p>



	<p>of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>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.</p> <p>7.5 No payment shall be made in case of the expiry of performance security.</p>
<b>8. Inspections and Tests</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>8.6 - Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents.</p>
<b>9. Packing</b>	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
<b>10. Delivery and Documents</b>	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Supplier's responsibility.</p>
<b>12. Transportation</b>	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.</p>

<b>13. Incidental Services</b>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(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</li> <li>(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.</li> </ul> <p>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.</p>
<b>14.Spare Parts</b>	<p>14.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15.Warranty</b>	<p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 The currency of payment is Pak. Rupees.</p>
<b>17.Prices</b>	<p>Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
<b>18. Change Orders</b>	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured, customized for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) quantities of goods</li> <li>(d) the place of delivery; and/or</li> <li>(e) the Services to be provided by the Supplier.</li> </ul> <p>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.</p>



<b>19. Contract Amendments</b>	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.
<b>20. Assignment</b>	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.
<b>21. Subcontracts</b>	<p>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.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
<b>22. Delays in the Supplier's Performance</b>	<p>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.</p> <p>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.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations may 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.</p>
<b>23. Liquidated Damages</b>	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 may, 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.
<b>24. Termination for Default</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(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.</li> </ul>



	<p>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.</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>26. Termination for Convenience</b>	<p>26.1 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.</p> <p>26.2 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:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(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.</li> </ul>
<b>27. Resolution of Disputes</b>	<p>27.1 Amicable Settlement</p> <p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>27.2 Dispute Settlement</p> <p>27.2.1 If any dispute arises between the Client and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the</p>

	<p>Adjudicator within 28 days of the notification of disagreement of one party to the other.</p> <p>27.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>27.2.3 The arbitration shall be conducted in accordance with the Arbitration Act of 1940.</p>
<b>28. Governing Language</b>	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.
<b>29. Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
<b>30. Notices</b>	<p>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.</p> <p>30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>31. Taxes and Duties</b>	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
<b>32. Overriding effect of Public Procurement Rules 2004</b>	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
<b>33. Effectiveness of Contract and Commencement of Services</b>	<p>33.1 This Contract shall come into effect on the date the Contract is signed by both the parties or such other date as may be stated in the SCC.</p> <p>33.2 The Supplier shall start carrying out the Services from the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p> <p>33.3 Unless terminated earlier, the Supplier shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Supplier does not complete the activities by the Intended Completion Date, it may be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.</p>
<b>34. Independent Contractor Status</b>	<p>The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship.</p> <p>The service provider acknowledges and agrees that the Purchaser will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The service provider shall ensure all applicable laws are strictly followed.</p>

## Section X. Special Conditions of Contract (SCC)

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

<b>SCC 1.</b>	<b>Definitions</b>	GCC Clause 1
	a. "The Contract" is " <b>Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad</b> "	
	b. "The Contract Price" is <i>[Contract Price]</i>	
	g. "The Purchaser" is <b>the State Bank of Pakistan</b>	
	i. "The Supplier" is <i>[the Supplier]</i>	
<b>SCC 2.</b>	<b>Performance Security</b>	GCC Clause 7
	5% performance security is required of the total contract amount for the entire contract period including Warranty & SLA Period.	
	(Performance Security is required at the time of signing of contract).	
<b>SCC 3.</b>	<b>Inspections and Tests</b>	GCC Clause 8.6
	Appropriate tests and verifications to sign off Operational Acceptance as per the criteria mentioned in the Technical Specifications to ensure the consistency of product with the specifications laid down in the bidding document.	
<b>SCC 4.</b>	<b>Delivery and Documents</b>	GCC Clause 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 delivery will be signed off by the designated Project Manager of the Bank after due verification of Item supplies, Country of Origin, Shipment Documents and Quantity.	
	The In-Land transportation for the delivery of all supplies up to the Bank's Premises is the responsibility of Supplier. 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 GCC 1.1(k).	
	The Supplier shall mail the following documents to the Purchaser:	
	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 the supplied Goods are exactly in accordance with the specifications those have been provided.  
Certificate of origin (if required)

<b>SCC 5.</b>	<b>Warranty &amp; SLA</b>	GCC Clause 15
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**One (01) year** comprehensive on-site warranty with free replacement of parts, batteries, upgrade of software, patches etc. and labor starting from the date of Operational Acceptance.

<b>SCC 6.</b>	<b>Payment</b>	GCC Clause 16
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Payment shall be made in Pak. Rupees in the following manner:

100% payment of onetime cost of equipment will be made after complete delivery and Operational Acceptance Certificate of the equipment issued by concerned technical team of the Bank.

<b>SCC 7.</b>	<b>Prices</b>	GCC Clause 17.1
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Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.

<b>SCC 8.</b>	<b>Subcontracts</b>	GCC Clause 21
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Subcontracting is not allowed for this procurement, supplier will be solely responsible for supplies, warranty and technical support.

The supplier will be essentially required to provide necessary CNIC of the Project Manager, Engineers, Technicians, labors, and other logistic resources etc.

The supplier must adhere to the rules, discipline and practices of SBP, during the entire course of project

<b>SCC 9.</b>	<b>Liquidated Damages</b>	GCC Clause 23
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GCC23 Subject to Clause 25 herein:

If the Supplier fails to complete the project/delivery on the agreed timelines the Purchaser may deduct from the invoice payables for the One-time cost of the project as liquidated damages, a sum equivalent to 0.5 percent of the Contract Price for each week of delay, up to a maximum deduction of 10% of the Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 24.

If the supplier fails to meet the maintenance and support Warranty / SLA requirements the Purchaser may deduct from the invoice payables for SLA charges as liquidated damages, a sum equivalent to 0.05 percent per week of the Contract Price.

<b>SCC 10.</b>	<b>Resolution of Disputes</b>
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GCC Clause 27.1
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The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

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

<b>SCC 11.</b>	<b>Applicable Law</b>
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GCC Clause 29.1
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Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

<b>SCC 12.</b>	<b>Notices</b>
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GCC Clause 30.1
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Purchaser's address for notice purposes:

Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
Fax: (022) 9200604



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## Section XI. Appendices (Contract)

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Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Supplier's Representative

Appendix-4 Technical Specifications

Appendix-5 Delivery & Implementation Schedule

Appendix-6 Price Schedule

Appendix-7 Payment Schedule

Appendix-8 Supplier Account Form (S2)

Appendix -9 Performance Security (Bank Guarantee)

Appendix -10 Integrity Pact

Appendix -11 Sample Forms of the Contract Agreement

I. Sample Approval Certificate

II. Delivery Confirmation Certificate

III. Installation Certificate Form

IV. Operational Acceptance Certificate Form

Appendix-12. The Supplier's Bid

## Appendix -1 Notification of Award



STATE BANK OF PAKISTAN  
SBP Banking Services Corporation  
General Services Department  
Head Office

[Ref. No.]

[Date]

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022

Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at  
SBP-BSC, Hyderabad

To:

[insert: name and address of Supplier]

**Notification of Award for “Supply, Installation, Testing and Commissioning of 10 KVA  
Online UPS at SBP-BSC, Hyderabad”**

Dear Sir or Madam,

It is hereby informed that [the Supplier]’s bid for “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*” has been accepted for a sum of [Contract Price].

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Officer]



## Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022

Title: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

To:

Chief Manager  
State Bank of Pakistan  
SBP BSC (Bank) Hyderabad  
Phone: (022) 9200605  
Fax: (022) 9200604

**Letter of Acceptance. for “Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad”**

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*” for a sum of [*Contract Price*].

We will submit requisite Performance Guarantees within twenty one (21) days and sign & return the Contract Agreement within twenty four (24) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

[the Supplier]

Date:



### Appendix-3 Supplier's Representative

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

Supplier's appointed Representatives are:

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	



## Appendix-4 Technical Specifications

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

To be included at the time of signing of contract



## Appendix-5 Delivery & Implementation Schedule

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

To be included at the time of signing of contract



## Appendix-6 Price Schedule

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

To be included at the time of signing of contract



## Appendix-7 Payment Schedule

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

To be included at the time of signing of contract



## Appendix-8 Supplier Account Form (S2)



STATE BANK OF PAKISTAN  
Finance Department  
Supplier Bank Account Details Form

# S-2

<b>1. For OFFICE use: (Please Check)</b>			
Office: <b>SBP</b> <input type="checkbox"/> <b>BSC</b> <input type="checkbox"/>	Department: <b>General Services Department</b>		
Create New Supplier: <input type="checkbox"/>	Create New Site: <input type="checkbox"/>		
Update Supplier Info: <input type="checkbox"/>	Supplier Number: _____		
<b>2. Supplier Information</b>			
Supplier Name			
Supplier NTN	(9 digits)		
CNIC No.	(15 digit) If NTN Not available		
Supplier Address			
Supplier City			
Contact No.		Mobile No.	
E-mail Address		Fax No.	
<b>3. Bank Account Information</b>			
Bank Name			
Branch Name			
Branch Address			
Account No. (IBAN)	PK	Branch Type	Commercial <input type="checkbox"/> Islamic <input type="checkbox"/>
Branch License No.			
Account No. (17 digits)	Account Type:		
Title of Account			
<b>(Signature &amp; Stamp of Supplier)</b>			

### For Office Use

Forwarded By:	Verified By:	Entered By:	Approved By:
Date:			

**Note:**

- Information without complete Bank Account Details & NTN/ CNIC will not be accepted.
- All Payments will be made to suppliers through Bank Account.



- Any change in Bank Account should be conveyed immediately to SBP. Otherwise SBP will not be responsible for credit into wrong account of supplier due to change in bank account details.

## Appendix -9 Performance Security(Bank Guarantee)

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	<i>[the Supplier]</i>

Date: \_\_\_\_\_  
 No. \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Validity: \_\_\_\_\_

To:  
 Chief Manager  
 State Bank of Pakistan  
 SBP BSC (Bank) Hyderabad  
 Phone: (022) 9200605  
 Fax: (022) 9200604

WHEREAS *[the Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **GSU (Hyd)/ 10 KVA UPS/ 054909 /2022***[reference number of the contract]* to “**Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad**” (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 \_\_\_\_\_ 202\_\_\_\_.

Signature and seal of the Guarantors

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

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



## Appendix -10 Integrity Pact



STATE BANK OF PAKISTAN

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

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

No:	GSU (Hyd)/ 10 KVA UPS/ 054909 /2022
Title:	Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad
Supplier:	[the Supplier]

[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 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.



## **Appendix -11 Sample Forms of the Contract Agreement**

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- I. Sample Approval Certificate
- II. Delivery Confirmation Certificate
- III. Installation Certificate Form
- IV. Operational Acceptance Certificate Form



## I. Sample Approval Certificate

Date: [insert: date]  
 IFB: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Contract: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

To:

*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]* and *State Bank of Pakistan* (hereinafter the “Bank”) dated *[insert: date of Contract]*, relating to the “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”, we hereby notify you that the sample of Goods (or parts) have been approved for delivery and installation on the date specified below.

1. Description of the Sample of Goods (or relevant or parts or major component thereof):  
*“Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad”*

2. Date of Sample Verification: *[insert: date]*

Notwithstanding the above, you are required to complete the delivery of outstanding items listed in Contract Agreement as per sample approved. This letter shall not relieve you of your obligation to deliver, install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Bank

Signed: \_\_\_\_\_

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

in the capacity of: Director ITD or nominee thereof

## II. Delivery Confirmation Certificate

Date: [insert: date]  
 IFB: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Contract: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

To:

*[insert: name and address of Supplier ]*

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]* and *State Bank of Pakistan* (hereinafter the “ Bank”) dated *[insert: date of Contract]*, relating to the “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”, we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered on the date specified below as per the technical requirement of the bidding documents.

1. Description of the Goods (or relevant or parts or major component thereof): “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”

2. Date of Delivery: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in Contract Agreement as soon as practicable. This letter shall not relieve you of your obligation to install, configure, integrate (as applicable) and achieve Operational Acceptance of the entire System (if applicable) in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Bank

Signed: \_\_\_\_\_

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

in the capacity of: Director ITD or nominee thereof

### III. Installation Certificate Form

Date: [insert: date]  
 IFB: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Contract: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

To:

*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]* and *State Bank of Pakistan* (hereinafter the “Bank”) dated *[insert: date of Contract]*, relating to the “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”
2. Date of Installation: *[insert: date]*

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Bank

Signed: \_\_\_\_\_

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

in the capacity of: Director ITD or nominee thereof

## IV. Operational Acceptance Certificate Form

Date: [insert: date]  
 IFB: GSU (Hyd)/ 10 KVA UPS/ 054909 /2022  
 Contract: Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad

To:

*[insert: name and address of Supplier]*

Dear Sir or Madam:

Pursuant to Contract entered into between *[the Supplier]* and *State Bank of Pakistan* (hereinafter the “Bank”) dated *[insert: date of Contract]*, relating to the “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Bank hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): “*Supply, Installation, Testing and Commissioning of 10 KVA Online UPS at SBP-BSC, Hyderabad*”
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Bank

Signed: \_\_\_\_\_

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

in the capacity of: Director ITD or nominee thereof

## **Appendix-12. The Supplier's Bid**

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