



BIDDING DOCUMENTS

For

“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”

(Single Stage - Two Envelope)

July, 2022

General Services Unit,
1st Floor, State Bank of Pakistan SBP BSC (Bank), Islamabad
Phone: 051-9078311 Fax: 051-9204991
Website: www.sbp.org.pk

Preface

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

Document comprises of the Sections listed below:

Section I	Invitation for Bids (IFB)
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Technical Specification
Section V	Evaluation Criteria
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	Contract Appendixes



State Bank of Pakistan (SBP BSC)

Section I. Invitation for Bids (IFB)

IFB NO. GSU (ISB)/044538 /Drinking Water/2022

July 25, 2022

1. The State Bank of Pakistan (SBPBSC Islamabad) intends to procure **“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”** (details are mentioned in the bidding documents) for SBP BSC Islamabad. Sealed bids are invited from the firms registered with Income & Sales Tax Departments and Provincial Revenue Department (if applicable) who appear on the active taxpayers list (ATL) of FBR and should be approved from PSQCA & Other Government Food Authorities.
2. Bidding documents containing detailed terms and conditions etc. are available for the interested eligible bidders at PPRA website or from the address given below from 10:00 am to 4:00 pm after publication of IFB till closing thereof on submission of written application upon payment of non-refundable fee of **Rs.500/- (PKR Five Hundred only)** or **Rs. 1,000/-** (If the bidding documents are requested by post) through Bank Draft/Pay Order drawn in favour of SBP BSC (Bank).
3. The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the undersigned on or before **August 11, 2022 at 3:00 pm**. Bids will be opened on same date at **3:30 pm** at SBP BSC (Bank), Islamabad. This advertisement along with bidding documents is also available on PPRA and SBP Websites at <http://www.ppra.org.pk> and <http://www.sbp.org.pk> respectively.

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Chief Manager

State Bank of Pakistan,
Banking Services Corporation
Islamabad

Phone: 051-9078301 Fax: 051-9204991

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Section II. Instructions to Bidders (ITB)

A. Introduction

<i>ITB 1. Definitions</i>	<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, SBP-BSC (Bank), Islamabad.</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 the 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 subject 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 II 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 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 rights (where such applications can be made) capable of protection in any relevant country of the world.</p>
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	1.14. "Method of Procurement" means bidding method adopted for this procurement under PPRA rules 2004. [stated in BDS]
ITB 2. Purchaser	<p>2.1. State Bank of Pakistan, having its principal place of business at M.A Jinnah 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>
ITB 3. Eligible Bidders	<p>3.1. If a pre-qualification process has been undertaken, as outlined under Rule 15 of PPR-2004 for the Contract(s) for which these Bidding Documents have been issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified and are Eligible.</p> <p>3.2. If a pre-qualification process has not been undertaken for the Contract(s) for which these Bidding Documents have been issued, then all national firms duly Registered with relevant tax and other authorities required under Federal Government's rules, laws, statutes or relevant instructions; consistent with PPR-2004, or instructions contained in this document and firms from eligible source countries as defined under the rules, laws statutes or relevant instructions of Federal Government.</p> <p>3.3. 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>3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with Rule 2 (f) and 19 of Public Procurement Rules 2004</p>
ITB 4. Code of Conduct	<p>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:</p> <p>"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</p>

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

4.4 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>4.5 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>4.6 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. Purchaser may describe exceptions or preferences consistent with Rule 4 of PPR-2004.</p> <p>4.7 Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section VII for all the procurements estimated to exceed Rs.10.00 million or any other limit prescribed by Bank</p> <p>4.8 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 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 affects 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>4.9 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>4.10 A bidder that has been engaged by the Bank to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>4.11 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</p>
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	<p>be in conflict with another assignment of the bidder to be executed for the same or for another client.</p> <p>4.12 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>4.13 Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Consultant/ Service Providers as part of bid.</p>
<p><i>ITB 5. Eligible Goods and Services</i></p>	<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>
<p><i>ITB 6. Cost of Bidding</i></p>	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, Regardless of the conduct or outcome of the bidding process.</p>

B. The Bidding Documents

<p><i>ITB 7. Content of Bidding Documents</i></p>	<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</p>
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	<p>the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ol style="list-style-type: none"> a. Instructions to Bidders (ITB) b. Bid Data Sheet (BDS) c. Technical Specifications d. Schedule of Supplies & Implementation e. Bid Form and Price Schedules f. Bid Security Form g. Performance Security Form h. Manufacturer's Authorization Form i. Integrity Pact j. Form of Contract Agreement k. General Conditions of Contract (GCC) l. Special Conditions of Contract (SCC) <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>
<p><i>ITB 8. Clarification of Bidding Documents</i></p>	<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>
<p><i>B 9. Amendment of Bidding Documents</i></p>	<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 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>

C. Preparation of Bids

<i>ITB 10. Language of Bid</i>	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.
<i>ITB 11. Documents Comprising the Bid</i>	<p>The bid prepared by the Bidder shall comprise the following components:</p> <p>11.1. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13.</p> <p>11.2. 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;</p> <p>11.3. 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</p> <p>11.4. Bid security furnished in accordance with ITB Clause 17.</p>
<i>ITB 12. Bid Form</i>	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, and its country of origin, quantity, and prices.
<i>ITB 13. Bid Prices & Taxes</i>	<p>13.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>13.1.1 Goods supplied from outside Pakistan:</p> <p>Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis, inclusive of all taxes, stamps duties on agreement and bank instrument for securities, guaranties etc., other duties, levies, fees and installation and integration charges imposed until the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.</p> <p>13.1.2 (b)</p> <p>Locally supplied Goods:</p> <p>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</p> <p>13.2 The terms DDP (Delivered Duty Paid) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.</p>

	<p>13.3 The Bidder's separation of price components in accordance with ITB Clause 13.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 26. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p> <p>13.5 The bidders will be subject to all admissible duties and taxes etc. unless exempted by relevant tax authority for which bidders will be required to provide necessary documentation regarding tax exemption from relevant tax authorities. Purchaser assumes no responsibility whatsoever to undertake tax exemption cases on behalf of bidder. Whenever applicable, it is the responsibility of the bidders, before completing bids, to contact the relevant tax authorities to determine the tax amount to be paid by the bidders under the Contract.</p> <p>13.6 Bids are required to be inclusive of all applicable taxes. If a bidder submits a bid exclusive of taxes it will be considered inclusive of all taxes.</p>
<p><i>ITB 14. Bid Currencies</i></p>	<p>Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>
<p><i>ITB 15. Documents Establishing Bidder's Eligibility and Qualification</i></p>	<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> <p>15.3.1 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</p>

	<p>goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan;</p> <p>15.3.2 That the Bidder has the financial, technical, and production capability necessary to perform the contract;</p> <p>15.3.3 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</p> <p>15.3.4 That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<p><i>ITB 16. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</i></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 the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>16.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>16.3.1 A detailed description of the essential technical and performance characteristics of the goods;</p> <p>16.3.2 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</p> <p>16.3.3 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.</p> <p>16.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive; till stated otherwise in Technical Specifications or Bid</p>

	<p>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>ITB 17. 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> <p>17.1.1 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;</p> <p>17.1.2 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;</p> <p>17.1.3 Be payable promptly upon written demand by the Purchaser;</p> <p>17.1.4 Be submitted in its original form; copies will not be accepted;</p> <p>17.1.5 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> <p>17.5.1 If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>17.5.2 If items specified in technical specifications are quoted as options (if allowed), the cost of it would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates.</p> <p>17.5.3 In the case of a successful Bidder, if the Bidder fails.</p>

	<p>(i) to sign the contract in accordance with ITB Clause 35; or (ii) To furnish performance security in accordance with ITB Clause 36.</p>
ITB 18. 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>
ITB 19. Format and Signing of Bid	<p>a. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>b. 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. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.</p> <p>c. Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.</p> <p>d. 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>

D. Submission of Bids

ITB 20. 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 PROPSAL" and "ORIGINAL FINANCIAL PRPOSAL" 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 PROPSAL" and "COPY OF FINANCIAL PRPOSAL" in bold letters. The outer envelope shall be addressed to the Purchaser at the address</p>
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	<p>given in the BDS, and carry statement “DO NOT OPEN BEFORE [August 11, 2022 at 3:30 pm]. The content of the technical and financial proposals is 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>
ITB 21. 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>
ITB 22. 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 un-opened to the Bidder.
ITB 23. 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

ITB 24. 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>
ITB 25. 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.

ITB 26. 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 36 (b) of PPR 2004, 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.
<i>ITB 27. Detail Evaluation of Bids</i>	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 score based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the lowest evaluated bid shall be accepted.
<i>ITB 28. Contacting the Purchaser</i>	<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

<i>ITB 29. Post-qualification</i>	<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 lowest evaluated 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 lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
<i>ITB 30. Award Criteria</i>	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 lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.

<p><i>ITB 31. Purchaser's Right to Vary Quantities at Time of Award</i></p>	<p>The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
<p><i>ITB 32. Purchaser's Right to Reject All Bids</i></p>	<p>The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award.</p>
<p><i>ITB 33. Notification of Award</i></p>	<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><i>ITB 34. Disqualification prior to Contract Signing</i></p>	<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 lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1). For rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Bank shall be obtained.</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>
<p><i>ITB 35. Signing of Contract</i></p>	<p>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.</p> <p>35.2 Within twenty one (21) 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.</p>

<p><i>ITB 36. Performance Security</i></p>	<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 lowest evaluated Bidder or call for new bids.</p>
<p><i>ITB 37. Confidentiality</i></p>	<p>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.</p>
<p><i>ITB 38. Overriding Effect of PPR-2004</i></p>	<p>Whenever in conflict with these documents the stipulation of PPR-2004 as internally adopted by Bank shall prevail.</p>

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

<u>Particulars</u>	<u>Referred to ITB</u>	<u>Details</u>
BDS 1. Method of Procurement	ITB 1.14	Bidding will be conducted under National Competitive Bidding pursuant to 'Single stage two envelope procedure' as per Rule 36(b) of Public Procurement Rules 2004 (PPR 2004). Sealed technical and financial proposals must be in separate envelopes.
BDS 2. Name of Purchaser	ITB 2.1	State Bank of Pakistan Banking Services Corporation (SBP-BSC), Islamabad
BDS 3. Title	ITB 2.2	<i>“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”.</i> IFB NO. GSU (ISB)/044538 /Drinking Water/2022
BDS 4. Eligible Goods and Services	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.
BDS 5. Pre Bid Meeting:	ITB 9	<u>Not Applicable</u>
BDS 6. Prices	ITB 13.4	Prices quoted by the Bidder shall be <i>“fixed;”</i> However, any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.
BDS 7. Minimum Qualification/Eligibility requirements	ITB 15	<i>As mentioned in table at form T3</i>
BDS 8. Documents Establishing Goods' Eligibility and Conformity to Bidding	ITB 16	Documents: Pursuant to Form T3 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 if required)/traceable of the items quoted. Webinars, Information in electronic format.
BDS 9. Bid Security	ITB 17.1	Amount of bid security: should not be less than 02% of bid amount as calculated in F2 form and must be accompanied by Financial Proposal in sealed envelope. Bid found without/insufficient Bid Security/Earnest Money will be rejected instantly.

BDS 10. Bid validity period	ITB 18.1	The rates quoted must remain valid for a period of 120 (one hundred twenty days) after opening of bids.
BDS 11. Number of copies of Proposal:	ITB (a)	One original financial, one original technical proposal
BDS 12. Contents of the Technical Proposal Envelope	ITB 20	<ol style="list-style-type: none"> 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. Bidder's introduction. 9. Brief solution 10. Details of required OEM support packages as per the technical specifications. 11. Training details
BDS 13. Contents of the Financial Proposal Envelope	ITB 20	<ol style="list-style-type: none"> 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) / Earnest Money in shape of Demand Draft/Payment Order.
BDS 14. Address for bid submission	ITB 21.1	Procurement Unit, 1 st Floor State Bank of Pakistan SBP BSC Islamabad Phone: 051-9078311 Fax: 051-9204991 Website: www.sbp.org.pk
BDS 15. Deadline for bid submission.	ITB 21.1	August 11, 2022 at 3:00 pm
BDS 16. Date and Time of bid opening.	ITB 24.1	August 11, 2022 at 3:30 pm The opening date of Financial Proposal will be communicated to the eligible bidders by the Purchaser.
BDS 17. Place of bid opening.	ITB 24.1	SBP BSC (BANK) Islamabad, Pakistan.

BDS 18. Purchaser's Right to Vary Quantities at Time of Award	ITB 31	Up to 15% of original procurement
BDS 19. Performance Security	ITB 36	Performance security up to 5% of bid amount is required against the total contract amount for the entire contract period.

Section IV. Quality & Performance Specifications

Scope of Project:

The water must meet the physical & chemical requirements specified by the “Pakistan Standard Specification for Bottled Natural Mineral Drinking Water” adopted by PSQCA. Consistent and current licensing / approval and Registration from food authority of federal and provincial authorities of Pakistan. The Bank may test water sample independently and inspect production/storage/supply facilities of bulk water of suppliers as and when required before, during technical evaluation and after award of work under timely intimation.

- I. Bidder should be consistently and current licensed / approved and registered as appropriate from food authority of federal and provincial authorities of Pakistan
- II. Bidder should be consistently and current licensed / approved and registered as appropriate, by Pakistan Standards and Quality Control Authority (PSQCA).
- III. Should have certification of International Organization of Standardization (ISO) or Hazard Analysis or Critical Control Point (HACCP) and provide Copy of Test Report issued by PSQCA.
- IV. The Bank may test water sample either collected from the plant or supplied water in market, in presence of representative from the company/firm before, during and after award of work under timely intimation.
- V. Water must be supplied in approximately 19 litres hermetically sealed and dated containers made of polyethylene terephthalate material or other approved food grade material bottles, which shall not cause any undesirable change in taste, odour, colour and quality.
- VI. Bidder should be fully compliant with regulations governing plant construction and design, sanitary facilities and operations, equipment design and construction, production and process controls specific to the processing of bottled drinking water and finished goods inventory management.
- VII. Must provide complete details of supply chain, storage facility, number of vehicles in fleet and delivery channels. Distribution fleet should be in hygienically maintained vans with proper and timely delivery system.
- VIII. Filling and sealing operations of containers / bottles should be done in an aseptic atmosphere. The equipment and its use for production, especially installations for washing and packaging should meet hygienic requirements. Bidder must provide complete details of compliance with regulations governing plant construction and design, sanitary facilities and operations, equipment design and construction, production and process controls specific to the processing of bottled drinking water and finished goods inventory management.
- IX. Bidder will be required to provide evidence of secure reconciliation process for bottle issued from the distribution point and received in Bank.
- X. Each bottle must be marked with: - name of product / brand name, net volume, name and address of manufacturer, batch / code number, date of expiry, chemical composition, Pakistan Standard Number PS Mark & License Number, date of bottling location and name of the source.
- XI. Should be able to complete delivery of water between 08.30 and 18.30 hrs regularly in bulk (approximately 400-1,000 liters per day/or as per actual requirement) as and when required.

Section IV.

Technical Specification

- XII. The daily supply of water shall be made against a proper receipt that shall be signed by an authorized staff of the concerned office of the Bank.
- XIII. The services shall be required for a period of three years which is likely to commence from August 2022 or any other date as advised by the SBP BSC (Bank), Islamabad.

Section V. Evaluation Criteria

1. Bidders can submit bids for complete requirements evaluation of the bids and award of contract will be done for complete requirements.
2. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. Technical proposals of only the qualified/eligible 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 bidders meeting minimum eligibility and technically compliance criteria as per form T3 and T4 respectively, will be opened.

The contract will be awarded to the successful Bidder whose bid will be emerged as "lowest evaluated bid" as per PPR-2004

Section VI. Technical Bid Forms

Following should be the contents of the Technical Proposal Envelope :		
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.	Itemized BoM without prices. (if any)	
9.	Bidder's Introduction. (if any)	
10.	Brief solution (if any)	
11.	Training details (if any)	
12.	Details of required OEM support packages as per the technical specifications. (if any)	

Notes on the Sample Forms.

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 12.1 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 17.1.

The Contract Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 13 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to GCC Clause 16, spare parts pursuant to GCC Clause 14, or quantity variations pursuant to ITB Clause 31). The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

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

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

Form T1 Bid Form

(Technical Proposal)

Date: _____

To:

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title: “Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”
Bidder: _____

Dear Sir:

Having examined the bidding documents and addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item in conformity with the said bidding documents 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, after payment of all type of stamp and other duties, we will submit Rs. 50,000/- as performance security and similar stamp duties for contract agreement 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 _____ 2020

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form T2 Bidder’s Representative

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
 Title: “Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”
 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:

IFB NO. GSU (ISB)/044538 /Drinking Water/2022

Title:

“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”

Bidder:

#	Minimum Qualification	Means of Verification	Reference Doc with page no in attached Bid	Assessment (Yes / No)	
				Bidder	SBP
a.	Bidder must be registered with Income Tax Department(s)	Attach copies of certificates and evidence			
b.	Bidder must be appeared on Active Tax payers List (ATL) of sales tax of FBR.	Attach latest copies of certificates and evidence of being active taxpayer (ATL) on FBR website.			
c.	Bidder must have presence in Islamabad.	Company Profile either Sole proprietor or limited Company with Verifiable address of offices and plant under the Same Company Name and contract Nos and other details.			
d.	Bidder should have valid license for current and last three years from Pakistan Standards and Quality Control Authority (PSQCA).	Attach Copies of certificate issued by PSQCA for current and last three years.			
e.	Bidder should have relevant certification of International Organization of Standardization (ISO) for current and last three years or Hazard Analysis Critical Control Point (HACCP).	Attach Copies of certificate issued by ISO or HACCP for current and last three years.			
f.	Bidder should have supplied sealed dated bottles of drinking mineral water of 18-20 liters capacity on daily basis each to at least a. Three Govt. organizations/ Semi-Govt. organizations; and	Bidder must furnish an Affidavit to ensure that he is not Black Listed from any Governmental/Semi Government organizations in Pakistan.			

	b. Five Private/Multinational Organizations of comparable scale to SBP, during last five (05) years.				
g.	Bidder should have annual volume of sales of at least PKR 15 million in any year for last five (05) financial years	Attach Copy(s) of Audited Financial Statements / Sales Tax/ Income Tax return filed in FBR.			
h.	Bidder should furnish affidavit that the firm / company have never been blacklisted from any Government, Semi-Government & Autonomous body.	Provide Affidavit on Stamp Paper			
i.	Bidder should have experience of supplying at least 75-200 bottles of 18-20 litres capacity per day in at least three currently running contracts.	PO/ receipts or any other sufficient documentary evidence			

PRODUCT QUALITY TEST REPORT

j.	Bidder must submit health/quality test report(s) from Independent Lab. In case of any discrepancy in results the bid will be rejected and financial bid will be returned to the bidder				
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Seal & Signature of Bidder:	_____
Date:	_____

Annex-A to Form T3***Experience of Supplying Mineral Drinking Water to:***

#	Description	Name /Contact Details of Client	Cost
1.			
2.			
3.			

Please attach copies of work/Purchase orders, contract or customer reference letter/email or any other reference document that can substantially prove the above.

Details of Certified Engineers / Technicians

#	Engineer's Name	Certificate Details	Certification Date
1.			
2.			
3.			

Please attach Copy of Certificates.

Office(s) / Plant/Service Centre(s) in Islamabad

#	Location	Address	Phone Numbers
1.			
2.			
3.			

#	Evaluation Aspects	Marks	Yes/No	Maximum Marks	Obtained Marks
1	Plant Capacity/Facilities:			20	
	Raw Water Source from earth well	2			
	Raw Water Source from supply	1			
	Clean Raw Water handling to the plant	2			
	Unclean Raw Water handling to the plant	0			
	Cleanliness of Raw Water Storage capacity	2			
	Uncleanliness of Raw Water Storage capacity	0			
	Filtration 20-5 micron for physical, biological and chemical	4			
	Softening disinfectant	2			
	Chlorination	2			
	Ozonation	4			
CRV treatment	1				
2	Supervisory Staff Education			20	
	Mechanical/Chemical Engineer	2			
	MS/BS Chemical	2			
	Technologist B-Tech	2			
	Quality control officer Graduate and ISO- certified	2			
	Quality control officer Graduate only	1			
	Handling staff (Matric to inter)	1			
	Supervisory Staff Experience				
	Mechanical/Chemical Engineer with 3-5 years relevant experience	2			
	MS/BS Chemical 4-6 years relevant experience	2			
	Technologist B-Tech 5-8 years relevant experience	2			
Quality Control Officer Graduate and ISO- certified Min 2 Years relevant experience in mineral water field	2				
Quality Control Officer Graduate Min 2 Years relevant experience in mineral water field	1				
Handling staff 1-2 years relevant experience	1				
3	Sampling/Testing Frequency:			15	
	After each hour	6			
	After each batch	4			
	Weekly	3			
4	Lab Facility:			10	
	Lab with calibrated instruments with track record of calibration from autonomous precision testing organization	6			
	Lab without calibrated instruments with track record of calibration from autonomous precision testing organization	4			
	Lab with ISO/Approved standard operating procedure with track record qualified chemist/analyst	4			
Lab without ISO/Approved standard operating procedure with track record qualified chemist/analyst	1				
5	Filling Techniques:	15		15	
	1- Automatic & Confined/isolator				
	2- Automatic & Open	11			
6	3- Manual & open	08		05	
	General & Housekeeping & Hygiene	05			
7	Experience/Number of Clients Presently:	08		08	
	1- 5 years relevant experience with more than 10 clientele				
9	2- 3 years relevant experience with more than 10 clientele	05		7	
	Transportation Facility				

	Transportation Facility owned by the company with documentary proof	7			
	Transportation Facility arranged outsource owned by the company with documentary proof	5			
	Total Marks				100
	To qualify for next stage i-e opening of financial proposal the firm must have to obtain 70 marks in technical evaluation subject to non-zero in any of section.				

Form T4 Technical Compliance

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
 Title: "Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad"
 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.

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:	_____ _____
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Form T5 Schedule of Supplies & Implementation

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title: "Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad"
Bidder: _____

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

- 1) Successful bidder is required to provide desired number of 19 (nineteen) litre bottles to the following;
 - SBP BSC Islamabad office, G-5/2, Atta-Turk Avenue.
 - Any other locations as specified by the Bank from time to time.

- 2) Successful Bidder should be able to complete delivery of water between 08.30 am and 18.30 hours regularly in bulk as per actual requirement on daily basis (approximately 400-1,000 litres per day) as and when required.

Seal & Signature of Bidder:	_____
Date:	_____

Form T6 Manufacturer's Authorization Form

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

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title: "Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad"

To:

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

Authorization Form for "Supply of Drinking Mineral Water"

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 (ISB)/044538 /Drinking Water/2022** for the above goods manufactured by us.

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

[Signature for and on behalf of Manufacturer]

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

Form T7 Integrity Pact

(Financial Proposal)



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:	

Section VII. Financial Proposal Forms

Following should be the contents of the Financial Proposal Envelope :		
	Bid Form with Financials	Form F1
	Price Schedule in Pak. Rupees	Form F2
	Bid Security / Earnest Money	Form F3

Form F1 Bid Form with Financials

(Financial Proposal)

Date:

IFB No:

Title:

Bidder:

IFB NO. GSU (ISB)/044538 /Drinking Water/2022***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”****To:*

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

Dear Sir:

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

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

If our Bid is accepted, we will submit performance security equivalent to **Rs. 50,000/-** (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 _____ 2020

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

Duly authorized to sign Bid for and on behalf of.

Section IX.

Financial Proposal Forms

Form F2 `Price Schedule

IFB No: IFB NO. GSU (ISB)/044538 /Drinking Water/2022
 Title: “Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”
 Bidder: _____

Below mentioned material will be as per technical specification given in Section IV- ‘*Technical Specification*’. All the quotes must be provided as per format specified below in PKR

Description	First Year			Second Year			Third Year			Total Amount for Three Years inclusive of applicable taxes
	Cost per bottle PKR (Rs.)	Applicable Taxes (Rs.)	Total Amount for 1 st Year (For 12000 Bottles) $8000*(R1+T1)$ (Rs.)	Cost per bottle PKR (Rs.)	Applicable Taxes (Rs.)	Total Amount for 2 nd Year (For 12000 Bottles) $8000*(R2+T2)$ (Rs.)	Cost per bottle PKR (Rs.)	Applicable Taxes (Rs.)	Total Amount for 3 rd Year (For 12000 Bottles) $8000*(R3+T3)$ (Rs.)	
	(R1)	(T1)	A	(R2)	(T2)	B	(R3)	(T3)	C	=A+B
Supply & delivery of Drinking Mineral Water sealed bottles of (between 18 litre to 20 litres) capacity										

For SBP BSC (Bank), Islamabad

For Contractor Sealed and stamp

Total bid amount (*taxes stamp duty, other duties, levies transportation, labour etc.*)
in figures Rs. _____

in words Rs. _____

Note:

- i. During summer and winter per day requirement of bottles may increase or decrease.*
- ii. Final Prices should be inclusive of all applicable taxes stamp duty, other duties, levies transportation, labour etc.*
- iii. The quantities of bottles required per year may vary as per actual requirement. (Average total usage of bottles is 495 per Month)*
- iv. The prices should include the price of incidental services. No separate payment shall be made for the incidental services*

Seal & Signature of Bidder: _____

Date: _____

Form F3 Bid Security Form

(Financial Proposal)

Date: _____

No. _____

Amount: ***2% of Bid Amount mentioned in F2 form***Validity: ***1 month beyond the Bid validity date***

To:

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

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 of Drinking Mineral Water at SBP BSC (Bank), Islamabad"** under Invitation for Bids No **IFB NO. GSU (ISB)/044538 /Drinking Water/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 _____ 2020.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Section VIII. Form of Contract Agreement

Form of Contract Agreement

THIS CONTRACT made the ____ day of _____ 2022 between State Bank of Pakistan (hereinafter called “**the Purchaser**”) of the one part and [*Name of Supplier*] of Islamabad, Pakistan (hereinafter called “**the Supplier**”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., “*Procurement of Drinking Mineral Water*” and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, 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 Service Level Maintenance Agreement
 - Appendix-5 Technical Specifications
 - Appendix-6 Delivery & Implementation Schedule
 - Appendix-7 Price Schedule
 - Appendix-8 Payment Schedule
 - Appendix-9 Performance Security (Bank Guarantee)
 - Appendix -10 Advance Payment (Bank Guarantee)
 - Appendix -11 Integrity Pact
 - Appendix -12 Sample Forms of the Contract Agreement
 - Appendix -13 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.

Section IX.

General Conditions of Contract

5. This Contract 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 Contract 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

General Conditions of Contract (GCC)

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. “The 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. c. “The Goods” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract. d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the Contract. e. “GCC” means the General Conditions of Contract contained in this section. f. “SCC” means the Special Conditions of Contract. g. “The Purchaser” means the State Bank of Pakistan interchangeably referred to as Bank, purchasing Goods, as named in SCC. h. “The Islamic Republic of Pakistan” is the country named in SCC. i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. j. “The State Bank” means the State Bank of Pakistan established under SBP Act 1956 k. “The Project Site,” where applicable, means the place or places named in SCC. l. “Day” means calendar day. m. “Installation and Operational Acceptance” where applicable means the Installation and Acceptance of a product defined as in SCC. 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. o. “Equipment” – is the set of all the components of the project.
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	<p>p. "Sub Equipment" – is a subset of the components of the project grouped for a site or for a particular category/type of supplies.</p>
2.Application	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
3.Country of Origin	<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>
4. Standards	<p>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.</p>
5. Use of Contract Documents and Information; Inspection and Audit by the Bank	<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>
6. Patent Rights	<p>6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or</p> <p>Industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.</p>
7. Performance Security	<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 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>
8. Inspections and Tests	<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>
9. Packing	<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>
10. Delivery and Documents	<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>
11. Insurance	<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>
12. Transportation	<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</p>

	arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
13. Incidental Services	<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"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <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>
14.Spare Parts	<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"> (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15.Warranty	<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 years (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>
16. Payment	<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>
17.Prices	<p>Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
18. Change Orders	<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"> (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured, customized for the Purchaser; (b) The method of shipment or packing; (c) quantities of goods (d) The place of delivery; and/or (e) The Services to be provided by the Supplier.

	<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>
19. Contract Amendments	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
21. Subcontracts	<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>
22. Delays in the Supplier's Performance	<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 shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination 24.1 Termination on Default	24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

<p>24.3 Termination by the supplier</p>	<p>(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</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(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.</p> <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> <p>24.3 The service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client in case of force majeure, non-payment of dues, non-compliance of terms and conditions by the client and / or inability of contractor to supply goods specified in contract.</p>
<p>25. Force Majeure</p>	<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>
<p>26. Termination for Convenience</p>	<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>

	<p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p>
27. Resolution of Disputes	<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 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>
28. Governing Language	The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
29. Applicable Law	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
30. Notices	<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>
31. Taxes and Duties	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
32. Overriding effect of Public Procurement Rules 2004	In case of conflict or primacy of interpretation the provisions of PPR 2004 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

<p>33. Effectiveness of Contract and Commencement of Services</p>	<p>33.1 This Contract shall come into effect on the date the Contract is signed by both the parties and 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 shall be liable to pay liquidated damage as per GCC Clause 23. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>34. Independent Contractor Status</p>	<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

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.

SCC 1. Definitions (GCC Clause 1)

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

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

GCC 1.1 (m) —As defined in the Technical Specifications

SCC 2. Performance Security (GCC Clause 7)

5% of bid amount is required to be submitted to the Bank as performance security in the form of Bank Guarantee enforceable in Pakistan 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.

SCC 3. Inspections and Tests (GCC Clause 8)

GCC 8.6 - Appropriate tests and verifications to may be carried out as and when required as per the criteria mentioned in the Technical Specifications to ensure the consistency of product with the specifications laid down in the bidding document.

SCC 4. Delivery and Documents (GCC Clause 10)

GCC 10—If applicable upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Drinking Mineral Water Bottle, quantity and usual transport document. The delivery will be signed off by the authorized representative of the Bank after due verification of bottles supplies, Country of Origin (if any), 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 –Islamabad or such other site as decided by the Purchaser in Form T5 of Technical proposal..

The Supplier shall mail the following documents to the Purchaser:

- i. Supplier's invoice showing Drinking mineral water bottle's description, quantity, unit price, and total amount;
- ii. Delivery note and receipt duly signed by bank authorized representatives;
- iii. Certificate from the Supplier that the supplied Drinking Mineral Water Bottles are exactly in accordance with the specifications those have been provided.
- iv. Certificate of origin (if required)

SCC 5. Payment (GCC Clause 16)

GCC 16.1— The method and conditions of payment to be made to the Supplier under this Contract shall be only be in Pak Rupees in the following manners:

Payment shall be made to supplier on monthly basis on furnish of delivery note and receipt duly signed by representative of Bank explicitly mentioning actual quantities of bottles supplied in the month.

SCC 6. Prices (GCC Clause 17)

GC 17.1 - Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty 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.

SCC 7. Liquidated Damages (GCC Clause 23)

GCC23 Subject to Clause 25 herein:

- If the Supplier fails to complete the delivery on the agreed timelines, the Purchaser shall deduct from the invoice payables for the month as liquidated damages, a sum equivalent to 10 percent of the Price of bottle for each unit of delay.

SCC 8. Resolution of Disputes (GCC Clause 27)

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

SCC 9. Termination of Contract (GCC Clause 24)

As per clause 24, contract may be terminated by either party.

SCC 10. Applicable Law (GCC Clause 29)

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

SCC 11. Notices (GCC Clause 30)

GCC 30.1—Purchaser's address for notice purposes:

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

Section XI. Appendixes (Contract)

Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Supplier's Representative

Appendix-4 Service Level Maintenance Agreement

Appendix-5 Technical Specifications

Appendix-6 Delivery & Implementation Schedule

Appendix-7 Price Schedule

Appendix-8 Payment Schedule

Appendix-9 Performance Security (Bank Guarantee)

Appendix -10 Advance Payment (Bank Guarantee)

Appendix -11 Integrity Pact

Appendix -12 Sample Forms of the Contract Agreement

I. Sample Approval Certificate

II. Delivery Confirmation Certificate

III. Installation Certificate Form

IV. Operational Acceptance Certificate Form

Appendix - 13 The Supplier Creation Form (will be provided at time of signing of contract)

Appendix -1 Notification of Award

STATE BANK OF PAKISTAN
SBP Banking Services Corporation
Islamabad

[Ref. No.]

[Date]

IFB No: **IFB NO. GSU (ISB)/044538 /Drinking Water/2022**

Title: ***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”***

To:

[insert: name and address of Supplier]

Notification of Award for “Supply of Drinking Mineral Water”

Dear Sir or Madam,

It is hereby informed that *[Name of Supplier]* bid for “***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”*** has been accepted for a sum of .

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[Procurement Officer]

Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: **IFB NO. GSU (ISB)/044538 /Drinking Water/2022**

Title: ***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”***

To:

Chief Manager
State Bank of Pakistan,
Banking Services Corporation,
Islamabad.

Letter of Acceptance. for “Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for ***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”***. for a sum of .

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

Yours Sincerely

Name

Designation

[Name of Supplier]

Date:

Appendix-3 Supplier's Representative

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	<i>“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”</i>
Supplier:	<i>[Name of 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 Service Level Maintenance Agreement

No: **IFB NO. GSU (ISB)/044538 /Drinking Water/2022**

Title: ***“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”***

Supplier: *[Name of Supplier]*

To be included at the time of signing of contract

Appendix-5 Technical Specifications

No: **IFB NO. GSU (ISB)/044538 /Drinking Water/2022**

Title: **“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”**

Supplier: *[Name of Supplier]*

To be included at the time of signing of contract

Appendix-6 Desired Delivery & Implementation Schedule

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	<i>“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”</i>
Supplier:	<i>[Name of Supplier]</i>

To be included at the time of signing of contract

Appendix-7 Price Schedule

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	<i>“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”</i>
Supplier:	<i>[Name of Supplier]</i>

To be included at the time of signing of contract

Appendix-8 Payment Schedule

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	<i>“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”</i>
Supplier:	<i>[Name of Supplier]</i>

To be included at the time of signing of contract.

Appendix -9 Performance Security (Bank Guarantee)

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”
Supplier:	<i>[Name of Supplier]</i>

Date: _____
 No. _____
 Amount: _____
 Validity: _____

To:

Chief Manager
 State Bank of Pakistan,
 Banking Services Corporation,
 Islamabad.

WHEREAS *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **IFB NO. GSU (ISB)/044538 /Drinking Water/2022** *[reference number of the contract]* to **“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”** (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 _____ 201__.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Appendix -10 Advance Payment (Bank Guarantee)**(Not Applicable)**

No:	IFB NO. GSU (ISB)/044538 /Drinking Water/2022
Title:	“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”
Supplier:	<i>[Name of Supplier]</i>

Date: _____
 No. _____
 Amount: _____
 Validity: _____

To:

Chief Manager
 State Bank of Pakistan,
 Banking Services Corporation,
 Islamabad.

WHEREAS *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **IFB NO. GSU (ISB)/044538 /Drinking Water/2022** *[reference number of the contract]* to **“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”** (Hereinafter called “the Contract”).

Whereas, in accordance with the terms of the said Contract, the Bank has agreed to pay or cause to be paid to the Service Provider an Advance Payment in the amount of *[insert: amount in numbers and words, for each currency of the Advance Payment]* due to the Service Provider.

By this letter we, the undersigned, *[insert: name of Bank]*, a bank (or company) organized under the laws of *insert: country of Bank* and having its registered/principal office at *[insert: address of Bank]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Service Provider irrevocably guarantee repayment of the said amounts upon the first demand of the Bank without cavil or argument in the event that the Service Provider fails to commence or fulfil its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said Advance Payment to the Bank. Provided always that the Bank’s obligation shall be limited to an amount equal to the outstanding balance of the Advance Payment as calculated in accordance with the Special Conditions of Contract for GCC Clause 13.2.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Service Provider until the date upon which the Service Provider has fully repaid the amount so advanced to the Bank in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not. Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

This guarantee is valid until the ____ day of _____ 201 ____.

Signature and seal of the Guarantors

[name of bank or financial institution]

Appendix -11 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: **IFB NO. GSU (ISB)/044538 /Drinking Water/2022**Title: **“Supply of Drinking Mineral Water at SBP BSC (Bank), Islamabad”**Supplier: *[Name of Supplier]*

[Name of 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, [Name of 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.

[Name of 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.

[Name of 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, [Name of 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 [Name of 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 -12 Sample Forms of the Contract Agreement

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

To be filled at the time of Signing of contract