



BIDDING DOCUMENTS

FOR

***"SUPPLY OF STATIONERY AND COMPUTER CONSUMABLE ARTICLES
FOR YEAR 2022-23"***

FOR

SBP BANKING SERVICES CORPORATION (BANK)

ISLAMABAD

(Single Stage - Two Envelopes)

Feb/Mar, 2023



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

Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding.

Document comprises of the Sections listed below:

<i>Section I</i>	<i>Invitation for Bid (IFB)</i>
<i>Section II</i>	<i>Instructions to Bidders (ITB)</i>
<i>Section III</i>	<i>Bid Data Sheets (BDS)</i>
<i>Section IV</i>	<i>Technical Specification</i>
<i>Section V</i>	<i>Schedule of Requirements</i>
<i>Section VI</i>	<i>Sample Forms Form of the Bid</i>
<i>Section VII</i>	<i>Form of Contract Agreement</i>
<i>Section VIII</i>	<i>General Conditions of Contract (GCC)</i>
<i>Section IX</i>	<i>Special Conditions of Contract (SCC)</i>
<i>Section X</i>	<i>Evaluation Criteria</i>





SBP BANKING SERVICES CORPORATION

(SBP BSC) Islamabad

Invitation For Bid (IFB)

IFB No: IBD/GSU/ 011555/2023

State Bank of Pakistan Banking Services Corporation Islamabad invites Sealed Tenders from reputable Sales Tax / Income Tax Registered eligible supplier / distributors for **the supply of stationery and Computer Consumable articles for year 2022-23** at State Bank of Pakistan SBP BSC (Bank), sector G-5, Islamabad as per quantity and specifications given in the bidding documents.

1. 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) and is open to all eligible bidders as defined in the PPR 2004.
2. Bidders can submit technical and financial bids for one or more COMPLETE PACKAGE, evaluation/comparison of bids and contract award will be made on individual package basis.
3. Bidding Documents containing detailed Description of items may be obtained in soft copy free of cost upon submission of an email request at ISB.GSU@sbp.org.pk along with a copy of NTN Registration Certificate or can be downloaded from SBP website at www.sbp.org.pk & www.ppra.org.pk. In case of any discrepancy/conflict, provisions of Bidding documents including any addenda posted on the procuring agency website, shall prevail.
4. Bids must be delivered to the address below, not later than 20-March-2023 upto 03:00 P.M. Bids will be opened in the presence of bidders' representatives who choose to attend at 03:30 PM same day in the Banking Hall, Ground Floor, State Bank of Pakistan SBP BSC (Bank) Islamabad.

Chief Manager

State Bank of Pakistan Banking Services Corporation
1st Floor, Main Building G-5/2, Islamabad
Telephone No: 92-51-9078311



Section II

Instructions to Bidders

A. General

1. Definitions	a. <i>Applicable Law</i> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan b. <i>Bank</i> means the State Bank of Pakistan, SBP BSC Islamabad. c. <i>Comparable Experience</i> means the experience in providing goods comparable to the ones being solicited through this procurement d. <i>Documentary Evidence</i> means copies of Notification of Award/ Contract Agreement/ Audited Financial Statements/ Authorization Certificate/ License/ Curriculum Vitae and or any other documents required to evaluate bid e. <i>Purchaser</i> means the nominee of Bank which can be designated Department/ Division/Unit or person within the Bank with which the selected Service Providers signs the Contract for the Services. f. <i>Supplier</i> means any entity or person that may provide goods under the Contract. g. <i>Contract</i> means the Contract to be signed by the Parties and all the attached documents listed therein. h. <i>Bid Data Sheet</i> means such part of the Instructions to Bidders used to reflect specific assignment conditions. i. <i>Day</i> means calendar day. j. <i>Government</i> means the Federal Government of Islamic Republic of Pakistan k. <i>Instructions to Bidders</i> (Section 2 of the BDS) means the document which bidders with all information needed to prepare their bids. l. <i>In writing</i> means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt. m. <i>Intellectual Property Rights</i> 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.
2. Purchaser	2.1) State Bank of Pakistan, Banking Services Corporation having its principal place of business at Atta Turk Avenue, G-5/2 Islamabad, hereinafter called "Purchaser" intends to apply its funds under the contract for which this Invitation for Bids is issued 2.2) Identification No and Title of Contract 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



3. Eligible Bidders	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. 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. 3.2) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Procurement of the goods to be purchased under this Invitation for Bids. 3.3) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with Rule 2 (f) and 19 of Public Procurement Rules 2004.									
4. Code of Conduct	It is the Bank's policy to require that Suppliers/Contractors 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 PPR 2004 which defines: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; 4.1) Under Rule 19 of PPR 2004, "The Bank can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. 4.2) 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 : <table><tr><th>Nature of Offense/ Fault</th><th>Means of Verification</th><th>Proposed Action under Rule 19</th></tr><tr><td>Corruption</td><td>Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP</td><td>Permanent debarment and blacklisting. To be publicized on SBP and PPRA websites</td></tr><tr><td>Fraud</td><td>Cross verification of documentary undertaking</td><td>Debarment and blacklisting for 3-5 years [depending on severity of fraud] and</td></tr></table>	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	Debarment and blacklisting for 3-5 years [depending on severity of fraud] and
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	Debarment and blacklisting for 3-5 years [depending on severity of fraud] and								



	submitted by Contractor/ Bidder/ Service Provider/	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/ Service Provider	Debarment for 1-2 years [depending on severity of non- performance]. To be blacklisted for procurements during the period of debarment.
Substandard/ expire/old material and finished goods	Perpetual comparison of approved sample with supplied goods at any time during one year of delivery of goods either kept in stock/inventory or in use.	Payment/adjustment of cost of unit twice the amount or replacement in three days &/or debarment for 1-2 years [depending on severity of negligence/malpractice].

However such barring action shall be undertaken only after contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard.

- 4.2) The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Client unless such receipt is signed by a duly authorized officer of the Purchaser and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 4.3) Attention of bidders is drawn to Rule 32 of PPR 2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Purchaser which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Purchaser may describe exceptions or preferences consistent with Rule 4 of PPR 2004.
- 4.4) Pursuant to Rule 7 of PPR 2004 bidders undertakes to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.
- 4.5) Bank's policy requires that selected bidder provide super quality of goods and material and or equivalent/identical to the sample approved at all times to hold the Bank's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 4.6) Without limitation on the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:



	a) A bidder that has been engaged by the Bank to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client. c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank. d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the Consultant/ Service Providers as part of bid.
5. Eligible Goods and Services	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. 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 items, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its items. 5.3) The origin of goods and services is distinct from the nationality of the Bidder.
6. Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, Regardless of the conduct or outcome of the bidding process.



B. Bidding Documents

7. Content of Bidding Documents	7.1) In accordance with Rule 23 of PPR 2004 for the items required to be procured, bidding procedures, and contract terms are already prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include: a) Instructions to Bidders (ITB) b) Bid Data Sheet (BDS) c) Technical Specification d) Schedule of Supplies & Implementation e) Bid Form and Price Schedules f) Performance Security Form g) Manufacturer's Authorization Form h) Integrity Pact i) Form of Contract Agreement j) General Conditions of Contract (GCC) k) Special Conditions of Contract (SCC) l) S-2 Form 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. 7.3) Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids
1. Clarification of Bidding Documents	A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include email, telex and facsimile) at the Purchaser's address indicated in ITB Clause 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.
2. Amendment of Bidding Documents	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones; once the bids are opened no amendments can be made in the bidding document.



C. Preparation of Bids

10. Language of Bid	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the English language.
11. Documents Comprising the Bid	The bid prepared by the Bidder shall comprise the following: a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13. b) 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; c) 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 d) Bid security furnished in accordance with ITB Clause 17.
12. Bid Form	The Bidder shall complete and sign the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, its country of origin, quantity, and prices.
13. Bid Currencies	Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
14. Bid Prices & Taxes	14.1) The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. (a) Goods supplied from outside Pakistan: Unless otherwise specified in the BDS, the prices shall be quoted on a DDP basis, inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services. (b) Locally supplied Goods: Unit prices of Goods offered from within Pakistan, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods 14.2) 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. 14.3) The Bidder's separation of price items 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. 14.4) 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. <u>A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 26.</u> 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. 14.5) The bidders will be subjected 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. 14.6) 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. 14.7) Any change/variation in Tax rates from the Authorities before, after submission of Bids &/or during the bid validity period shall be the sole responsibility of the bidder and be borne by them.
15. Documents Establishing Bidder's Eligibility and Qualification	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. 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. 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: a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the equipment in the Islamic Republic of Pakistan; b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; c) that, in the case of a Bidder not doing business within the Islamic Republic of Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d) that, the Bidder meets the qualification criteria listed in the Bid Data Sheet
16. Period of Validity of Bids	16.1) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive. 16.2) In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 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 17.3.



17. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	17.1) 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. 17.2) 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. 17.3) The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristics of the goods; b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the equipment by the Purchaser; and c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. d) generally for IT procurements and whenever applicable for any other procurements of goods, the bidder will assure on behalf of principal manufacturer that the goods supplied are not under any "End-of-Life" or "End-of-Sale" consideration by the manufacturer or principal and the bidder will submit from the principal an assurance on the continuity of warranty and after warranty support for minimum period as mentioned in the BDS. Where specialist hardware and third party software is required, bidders should comment on how the continuity of service is ensured in the event of: 17.4) 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 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
18. Bid Security	18.1) The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in the currency of the bid: a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank in Pakistan approved by Purchaser; b) be substantially in accordance with one of the forms of bid security included in Section VI or other form approved by the Bank prior to bid submission; c) be payable promptly upon written demand by the Purchaser; d) be submitted in its original form; copies will not be accepted; e) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 18.2 f) retain till award of contract (initial or additional but within the bid validity periods) and/or furnish of performance guarantee by successful bidder



	18.2) 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. 18.3) 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. 18.4) The successful Bidder's bid security will be discharged upon the Bidder signing the contract and supply of complete goods, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36. 18.5) The bid security may be forfeited: a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) if items specified in technical specifications are quoted as options, the cost of same would be summed together to calculate the quoted price and bids would be rejected if the bid security does not cover the adjusted quoted rates c) in the case of a successful Bidder, if the Bidder fails i) to sign the contract in accordance with ITB Clause 35; or ii) to furnish performance security in accordance with ITB Clause 36
19. Format and Signing of Bid	19.1) The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern. 19.2) The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid and stamped of individual/company. 19.3) Any interlineations, erasures, or overwriting shall be valid only if they are initialed and stamped by the person or persons signing the bid. 19.4) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.



D. Submission of Bids

20. Sealing and Marking of Bids	20.1) The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters. In a same manner Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes. The inner envelopes shall be marked as "COPY OF TECHNICAL PROPOSAL" and "COPY OF FINANCIAL PROPOSAL" in bold letters. The outer envelope shall be addressed to the Purchaser at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS. 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.
21. Deadline for Submission of Bids	21.1) Bids must be received by the Purchaser at the address specified in Bid Data Sheet not later than the time and date specified in the Bid Data Sheet. 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.
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 unopened to the Bidder.
23. Modification and Withdrawal of Bids	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. 23.2) No bid may be modified after the deadline for submission of bids. 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 18.5.



E. Bid Opening and Evaluation

24. Opening of Bids by the Purchaser	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. 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.
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.
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 I) of Section VI and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form IV) 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-II Section VI hereto, the quantities at Price Schedule will prevail. If the error is beyond the arithmetical solution i.e. size, weight, packing, it shall be resolved logically or with consensus. 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, conditionalities, 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) <i>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</i>
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 III) of Section VI and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the most advantageous shall be accepted.</i>
28. Contacting the Purchaser	28.1) <i>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.</i> 28.2) <i>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.</i> 28.3) <i>Non compliance of clause 28.2 above shall mandate to Purchaser to forward the name of bidder on PPRA's web site for blacklisting.</i>



F. Award of Contract

29. Post-qualification	29.1) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 15.3. 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. 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 advantageous evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
30. Award Criteria	Subject to ITB Clause 29, the contract will be awarded to the successful Bidder whose bid has been found technically and commercially compliance and has offered the most advantageous evaluated cost, emerged as most advantageous bid. Provided further that the Bidder is determined to perform the contract satisfactorily.
31. Purchaser's Right to Vary Quantities at Time of Award	31.1) The Purchaser reserves the right at the time of contract award to increase or decrease, the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. 31.2) The Purchaser reserves the right to award additional/fresh contract for goods within the bid validity date on the same terms and rates.
32. Bank's Right to Reject all the Bids	The Purchaser reserves the right to annul the bidding process and reject all bids at any time prior to contract award.
33. Notification of Award	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. 33.2) The notification of award will constitute the formation of the Contract. 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 after the Bid Validity period, pursuant to ITB Clause 18.
34. Disqualification prior to Contract Signing	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 invalid the next advantageous evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1). For rejecting the most advantageous responsive bid and opting for 2nd advantageous bidder, opportunity of being heard should be provided to bidder with most advantageous evaluated bid and prior approval of competent authority of Bank shall be obtained. 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.
35. Signing of Contract	35.1) At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.



	35.2) Within twenty four (24) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
36. Performance Security	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. 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 advantageous evaluated Bidder or call for new bids.
37. Confidentiality	37.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 37.2 The bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent. 37.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract.
38. Overriding Effect of PPR 2004	Whenever in conflict with these documents the stipulation of PPR 2004 as internally adopted by Bank shall prevail.



Section III
Bid Data Sheet (BDS)

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.

Introduction	
ITB 2.1	Name of Purchaser: SBP BSC (Bank) Islamabad
ITB 2.2	Name of Contract: Supply Of Stationery/Computer Consumable Articles For Year 2022-23 IFB No: IBD/GSU / 011555/ -23
ITB 5	Eligible Goods and Services: The goods and services produced by all countries except countries restricted by Federal Government
Bid Price and Currency	
ITB 13.4	Prices quoted by the Bidder shall be in PKR and Fixed However any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.
Preparation and Submission of Bids	
ITB 15.3 (d)	Minimum Eligibility/Qualification requirements: - Status of bidder i.e Bidder must be a manufacturer / partner of manufacturer/ direct authorized agent / supplier on behalf of manufacturer/ supplier on behalf of authorized agent/ distributor of manufacturer of required original/ equivalent toner cartridges/Drum/ ribbon in Pakistan. - Bidder should have documented track of completing at least five (05) during last five (05) years, involving the supply of stationery or computer consumable items of comparable size - Bidder should have documented track of completion at least three (03) assignments having volume of PKR 1 Million or above (total) for package 1-3 and PKR.0.2 Million or above (total) for package 4-5.. - Bidder must have verifiable presence/support/branch office in Islamabad/Rawalpindi to provide support services at door step. - SBP Banking Services Corporation, Islamabad invites sealed bids from eligible Bidders, registered with Income Tax and Sales Tax Departments (both) with relevant tax authorities, who appear on the Active Taxpayers List of FBR. - The bidder has to ensure that all the items used for the required supplies are genuine/original/ equivalent Bids proposing substandard, low quality, refurbished 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 - Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
ITB 17.1	Bid price (package/s) must be accompanied by Financial Proposal in separately sealed envelope. Bid security as detailed below in favor of SBP BSC Islamabad shall be enclosed <u>along with the Technical Proposal</u> in the shape of Pay Order/ Demand Draft /Call Deposit. <u>Bid submitted without Bid money will be rejected.</u> Bid security required: Package 1 -50,000/- Package 2- 90,000/- Package 3-50,000/-



	Package 4- 10,000/- Package 5-10,000/-
ITB 18.1	Bid validity period : 120 days
ITB 19.1	Number of copies: One original financial, one original technical proposal
ITB 20	Following should be the contents of the Technical Proposal Envelope: Form-I – Bid Form: duly filled, signed and stamped. Form-III - Technical Compliance: attach complete evidences and reference documents such as brochures and data sheets of the offered products. Form-IV - Bidders Eligibility Criteria: attach evidence and reference of each criterion. (Also Pursuant to ITB 15.3) Schedule of the Requirements Form. (Section V) Form-VII - Manufacturer's Authorization Form: duly filled and signed. (Also Pursuant to ITB 15.3) Following should be the contents of the Financial Proposal Envelope: Form-II – Price Schedule in Pak. Rupees: duly filled, signed and stamped. Form-VI - Bid Security in shape of Demand Draft/Payment Order as per package applicability Form-VIII – Integrity Pact: duly filled, signed and stamped.
ITB 21.1	Address for bid submission. Drop bids in the box placed Next to PA to Chief Manager, 1st Floor, State Bank of Pakistan, SBP BSC (Bank) Islamabad Telephone No: 92-51-9078316, 051-9078311 Deadline for bid submission. Wednesday, March 20, 2023 at 03:00 pm.
ITB 24.1	Time, date, and place for bid opening. Wednesday, March 20, 2023 at 03:30 pm. The opening of Financial Proposal will be communicated to the eligible bidders by the Purchaser.
ITB 31	Up to 15% instantly &/or additional agreement within the bid validity period on similar terms.
ITB 36	5% performance security is required of the Contract Price for the entire contract period at the time of contract signing/payment.



Section IV

Technical Specification

Objective:

To meet the SBP BSC Islamabad annual needs of Stationery.

Supply of items:

The supplier shall exercise all reasonable means required in ensuring quality products in accordance with this Agreement.

Comparison Criteria

- *The supplier shall offer only one item for one category. Multiple choices shall cause to rejection of the specific Item.*
- *Goods/items shall be compared horizontally in each category of the package and shall be approved on individual item basis.*
- *Individual items meeting technical criteria and qualified for opening of financial bids of the package shall be asked for submission of samples.*
- *Only short listed items shall be asked for testing and running, results shall be placed before committee.*
- *Cost/units of approved/qualified samples shall be adjusted/ borne by the Purchaser in the supplies.*
- *Cost of samples opened, shall be borne by the Purchaser.*
- *However un-opened samples shall be returned within one month's time after the award of contract. Non collection in stipulated time shall not fix liability on the Purchaser.*

Quantity and Quality Acceptance:

The Quantity and Quality Acceptance Certificate will be issued by the concerned Department upon receipt of delivery of required items (after duly compared with required technical specifications and features) at the purchaser site(s), proper testing will confirm operational acceptance.

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

Purchaser reserves the right to adjust the Performance Security against any single substandard item found in the whole supply and shall also refer the matter of negligence, concealment, cheating to PPRA for posting on their web site and debar for the period of one or two years (considering the severity of the case).

Any item at any stage can be referred for examination through any laboratory or chemical test for entire satisfaction. Unsatisfactory results shall entail to legal action viz: reporting to PPRA site for debarment of vendor and/or forfeiture of performance security or both.

Performance Security:

Five percent (5%) of the contract price will be kept as performance security for the entire duration of the contract period.



Section V

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required. The suppliers are required to deliver the following stationary items within the 30days from the issuance of notification award. Detail of packages is furnished below:

Packages	Description	Location
I	Package - 1 , Toners HP (Original)	SBP BSC Islamabad
III	Package - 2, Toners RICOH Printer/RICOH Photocopier/Toner Brother Printers. (Original)	
IV	Package - 3 , Toner Lexmark MS811DN Drum Lexmark MS811	
V	Package- 4, Ribbons	
VII	Package- 5 , Misc. Stationery Items	

Seal & Signature of Bidder: _____



Section VI

Sample Forms of the Bid

Form-I – Bid Form

Form-II – Price Schedule in Pak. Rupees

Form-III - Technical Compliance Criteria

Form-IV – Bidders Eligibility /Qualification Criteria

Form-V - Manufacturer's Authorization Form

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

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 15



Form-I - Bid Form

Date: _____

To:

Chief Manager
SBP BSC (Bank) Islamabad
1st Floor, Main Building G-5/2,
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 as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank (only) in a sum equivalent to **(05%) five percent** of the Contract Price for 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 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____, 2022

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address: _____



Form-II

Price Schedule in Pak. Rupees

(All the quotes must be provided as per format specified below; contract shall be awarded on individual package basis)

Package-1 - HP Toners

Sr. No.	Particular /Descriptions	Quantity Required	Brand/ Make & GSM	Unit Cost	Tax	Unit Cost inclusive Tax	Total Cost
				(PKR)	(PKR)	PKR	(PKR)
1	LaserJet HP-4515 (64-A) Original/ Equivalent HP	10	HP				
2	Toner HP LaserJet HP 83A (ORIGINAL/Equivalent HP yield 1500)	15	HP				
3	Toner 44A For LaserJet MFP 28A (original/ Equivalent)	2	HP				
4	Toner 634A (Q5951A) for color HP (original / Equivalent)	2	HP				

Total Bid Price in PKR for Package 1:

Amount in words:

Seal & Signature of Bidder:

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- Prices should be inclusive of all applicable taxes and duties.



Package-2 – RICOH and Brother Toners/Photocopiers Toners

Sr. No.	Particular /Descriptions	Quantity Required	Brand/ Make & GSM	Unit Cost	Tax	Unit Cost Inclusive Tax	Total Cost
				(PKR)	(PKR)	(PKR)	(PKR)
1	Toner IM-600 for RICOH P801 Toner (Original/ Equivalent RICOH) Yield 25500	30	RICOH				
2	Color Toner Set P-C600 for RICOH Color Printer (Original/ Equivalent RICOH) Black yield 18000 Color Yield 12000 per color	2	RICOH				
4	Toner TN-3467 for Brother Printer 5200dw (Original/ Equivalent Brother) Yield 12000	15	Brother				

Total Bid Price in PKR for Package 2:

Amount in words:

Seal & Signature of Bidder:

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- Prices should be inclusive of all applicable taxes and duties.



Package- 3-Toner and Drum Lexmark MS811DN

Sr.No	Particulars/Description	Quantity Required	Brand/ Make& GSM	Unit cost	Tax	Unit cost inclusive of tax	Total cost
				(PKR)	(PKR)	(PKR)	(PKR)
1	Toner Lexmark MS811DN (Original/Equivalent)	15	Lexmark				
2	Drum Lexmark MS811 DN (Original/Equivalent)	7	Lexmark				

Total Bid Price in PKR for Package 3:

Amount in words:

Seal & Signature of Bidder:

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- Prices should be inclusive of all applicable taxes and duties.



Package-4 – Ribbons

Sr.No	Particular/ Description	Quantity Required	Brand / Make & GSM	Unit cost	Tax	Unit Cost Inclusive Tax	Total cost
				(PKR)	(PKR)	(PKR)	(PKR)
1	Ribbon Epson LQ 2170/2180/2190 (Original or Equivalent)	60	Epson				
2	Ribbon Epson LX- 300(Original and equivalent)	60	Epson				
3	Ribbon OKI-6300 FB-SC Red color(original or equivalent)	20	Epson				

Total Bid Price in PKR for Package 4:

Amount in words:

Seal & Signature of Bidder:

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- Prices should be inclusive of all applicable taxes and duties.



Package – 5-Misc Stationery Items

Sr.No	Particulars/Description	Quantity	Brand/Make & GSM	Unit cost	Tax (PKR)	Unit cost inclusive of tax (PKR)	Total cost (PKR)
				(PKR)			
1	waste basket	10					
2	Gem clip	25					
3	Eraser pencil	100					
4	Stamp Pad ink (red)	12					
5	Punching Machine	10					
6	Stapling Machine	25					
7	paste adhesive	25					
8	pencil lead	200					
9	Staple Pins	300					
10	Rubber stamp pad black	20					
11	ball point pen blue	500					
12	ball point pen black	500					
13	ball point pen red	250					
14	attendance register	10					
15	UniBall pen blue	50					
16	UniBall pen black	50					
17	UniBall pen green	30					
22	Kutchra register	200					
23	staple pin remover	50					
24	sticky notes	50					
25	overtime attendance register	5					
26	vehicle log book	30					
27	note safe book	25					
28	Dak Register	5					



Total Bid Price in PKR for Package 5:

Amount in words:

Seal & Signature of Bidder:

Note:

- i. In case of discrepancy between unit price and total, the unit price shall prevail.
- ii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
- iii. Prices should be inclusive of all applicable taxes and duties.



Form-III

Technical Compliance Criteria

Bidder is required to submit sample of each item being offered along with submission of bid.
Financial bids of only those bidders shall be opened whose sample will be approved by Evaluation Committee.

Package 1 – HP Toners

Sr. No.	Particular /Descriptions	Quantity Required	Brand/ Make & GSM
1	LaserJet HP-4515 (64-A) Original/ Equivalent HP	10	
2	Toner HP LaserJet HP 83A (ORIGINAL/ Equivalent HP yield 1500)	15	
3	Toner 44A For LaserJet MFP 28A (original/ Equivalent)	2	
4	Toner 634A (Q5951A) for color HP original / Equivalent	2	



Package-2 - RICOH/Brothers Toners

Sr. No.	Particular /Descriptions	Quantity Required	Brand/ Make & GSM
1	Toner IM-600 for RICOH P801 Toner (Original/ Equivalent RICOH) Yield 25500	30	
2	Color Toner Set P-C600 for RICOH Color Printer (Original / Equivalent RICOH) Black yield 18000 Color Yield 12000 per color	2	
4	Toner TN-3467 for Brother Printer 5200dw (Original/ Equivalent Brother) Yield 12000	15	



Package- 3-Toner and Drum Lexmark MS811DN

Sr.No	Particulars/Description	Quantity Required	Brand/ Make & GSM
1	Toner Lexmark MS811DN (Original/Equivalent)	15	
2	Drum Lexmark MS811 DN (Original/Equivalent)	7	



Package-4- Ribbons

Sr.No	Particular/ Description	Quantity Required	Brand / Make & GSM
1	Ribbon Epson LQ 2170/2180/2190 (Original or Equivalent)	60	
2	Ribbon Epson LX-300(Original /equivalent)	60	
3	Ribbon OKI-6300 FB-SC Red color(original or equivalent)	20	



Package – 5-Misc Stationery Items

Sr.No	Particulars/Description	Quantity	Brand/Make & GSM
1	waste basket	10	
2	Gem clip	25	
3	Eraser pencil	100	
4	Stamp Pad ink (red)	12	
5	Punching Machine	10	
6	Stapling Machine	25	
7	paste adhesive	25	
8	pencil lead	200	
9	Staple Pins	300	
10	Rubber stamp pad black	20	
11	ball point pen blue	500	
12	ball point pen black	500	
13	ball point pen red	250	
14	attendance register	10	
15	UniBall pen blue	50	
16	UniBall pen black	50	
17	UniBall pen green	30	
22	Kutcha register	200	
23	staple pin remover	50	
24	sticky notes	50	
25	overtime attendance register	5	
26	vehicle log book	30	
27	note safe book	25	
28	Dak Register	5	



Form-IV

Bidders Eligibility /Qualification Criteria/Bid Security Deposit

PRELIMINARY EVALUATION SHEET

(Supply of Stationery items)

Sr. #	MINIMUM ELIGIBILITY CRITERIA	RESPONSE	Reference In the Documents (Pg #)
1	NTN No (Registered with Income Tax authorities and appear on the Active Taxpayers List of FBR)		
2	GST No (Registered with Sales Tax authorities and appear on the Active Taxpayers List of FBR.)		
3	Status of bidder i.e Bidder must be a manufacturer / partner of manufacturer/ direct authorized agent / supplier on behalf of manufacturer/ supplier on behalf of authorized agent/ distributor of manufacturer of required original/ equivalent toner cartridges/Drum/ ribbon in Pakistan		
4	Bidder should be in possession of a valid Authorization Certificate to above. (Copy of Certificate required)		
5	Bidder should have documented track of completing at least five (05) during last five (05) years, involving the supply of stationery or computer consumable items of comparable size.		
6	Bidder must have verifiable presence/ support /branch office in Islamabad/ Rawalpindi to provide support services at door step.		
7	Bidder should have documented track of completion at least three (03) assignments having volume of PKR 1 Million or above (total) for package 1-3 and PKR.0.2 Million or above (total) for package 4-5 .		
8	Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.		
9	Bid price (package/s) must be accompanied by Financial Proposal in separately sealed envelope. Bid security as detailed below in favor of SBP BSC Islamabad shall be enclosed along with the Technical Proposal in the shape of Pay Order/ Demand Draft /Call Deposit. <u>Bid submitted without Bid money will be rejected.</u> Bid security required: Package 1 -50,000/- Package 2- 90,000/- Package 3-50,000/- Package 4- 10,000/- Package 5-10,000/-		



Form-V

Manufacturer's Authorization Form

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

To: *[name of the Purchaser]*

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

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

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

[signature for and on behalf of Manufacturer]

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



Section VI

Form of Contract Agreement

THIS AGREEMENT made the ____ day of _____ 202__ between State Bank of Pakistan SBP BSC Islamabad (hereinafter called "**the Purchaser**") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "**the Supplier**") of the other part:

WHEREAS the Purchaser invited bids for certain goods, viz., "**Stationery items**" and has accepted a bid by the Supplier for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. General Conditions of Contract;
 - ii. Special Conditions of Contract;
 - iii. Appendices;
Appendix 1: Supplier Representatives
Appendix 2: Technical Specifications
Appendix 3: Schedule of Requirement
Appendix 4: Supplier's Bid
Appendix 5: Notification of Award
Appendix 6: Acceptance Letter
Appendix 7: Performance Security
Appendix 8: Sample Approval, Supply, Operational Acceptance Certificates and Change Forms
Appendix 9: Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Sign and seal, (for the Purchaser):

Witness 1:

Witness 2:

Sign and seal, (for the Service Provider):

Witness 1:

Witness 2:



Section VII

General Conditions of Contract

1. Definitions	<i>In this Contract, the following terms shall be interpreted as indicated:</i> a) <i>"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.</i> b) <i>"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.</i> c) <i>"The Goods" means all of the items and/or materials, which the Supplier is required to supply to the Purchaser under the Contract.</i> d) <i>"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.</i> e) <i>"GCC" mean the General Conditions of Contract contained in this section.</i> f) <i>"SCC" means the Special Conditions of Contract.</i> g) <i>"The Purchaser" means the State Bank of Pakistan Banking Services Corporation interchangeably referred to as Bank, purchasing Goods, as named in SCC.</i> h) <i>"The Islamic Republic of Pakistan" is the country named in SCC.</i> i) <i>"The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</i> j) <i>"The State Bank" means the State Bank of Pakistan established under SBP Act 1956</i> k) <i>"The Project Site," where applicable, means the place or places named in SCC.</i> l) <i>"Day" means calendar day.</i> m) <i>"Installation and Operational Acceptance" where applicable means the Installation and Acceptance of a product defined as in SCC.</i> n) <i>"The Actual (Adjusted) Contract Price" means the price payable to the Supplier under the Contract after all the adjustments of taxes, quantities, lengths and extent of deliveries after installation and/ or Acceptance for the full and proper performance of its contractual obligations.</i> o) <i>"System" – is the set of all the items of the project.</i> p) <i>"Subsystem" – is a subset of the items of the project grouped for a site or for a particular category/type of supplies.</i>
2. Application	<i>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</i>
3. Country of Origin	3.1) <i>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.</i> 3.2) <i>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,</i>

	processing, or substantial and major assembly of items, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its items. 3.3) The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Bank	5.1) The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2) Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser. 5.3) The Bidder shall permit the Bank to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Bidder, if so required.
6. Patent Rights	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Islamic Republic of Pakistan.
7. Performance Security	7.1) Within fourteen (14) 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 or the same will be deducted from the bills/invoices if any at the time of payment whichever is opted by the supplier. 7.2) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's delay or failure to complete its obligations under the Contract. 7.3) The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or 7.4) The performance security will be discharged by the Purchaser and returned to the Supplier not later than one hundred eighty (180) days following the date of completion of the Supplier's performance obligations or upon 75% consumption of the supplied goods (which ever is earlier) with no complaint any instance reported by the user, including any warranty obligations, unless specified otherwise in SCC. 7.5) No payment shall be made in case of the expiry of performance security.



8. Inspections and Tests	8.1) The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. 8.2) Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. 8.3) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Islamic Republic of Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin. 8.4) Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract. 8.5) Appropriate tests and verifications to ensure the consistency of product with conditions laid down in bidding documents
9. Packing	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
10. Delivery and Documents	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
11. Insurance	The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the Purchaser after having been delivered; hence insurance coverage is Supplier's responsibility.
12. Transportation	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Islamic Republic of Pakistan, transport to such place of destination in the Islamic Republic of Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
13. Incidental Services	13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c) 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 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.
14. Spare Parts	The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and



	b) in the event of termination of production of the spare parts: i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and ii) Following such termination, furnishing at no cost to the Purchaser, the specifications of the spare parts, if requested.
15. Warranty	15.1) The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. 15.2) This warranty shall remain valid for period stated in Special Conditions after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract 15.3) If the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is beyond 01 year (e.g. 2, 3 or unlimited years), then the supplier will clearly identify the respective warranty periods against all such product in its proposal. 15.4) However, if the Supplier determines that the standard warranty as provided by the manufacturer on certain products under this project is less than 01 year (e.g. 3 months), then supplier will clearly identify the options, services and cost associated in purchasing the extended warranty/maintenance service for up to 01 year on all such products in its proposal. 15.5) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
16. Payment	16.1) The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. 16.2) The Supplier's request(s) for payment shall be made to the purchaser in writing, accompanied by a Commercial Invoice and a Sales Tax Invoice describing, as appropriate, the goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract. 16.3) Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. 16.4) The currency of payment is Pak. Rupees.
17. Prices	Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
18. Change Orders	18.1) The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:



	a) 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 18.2) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
19. Contract Amendments	Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
21. Subcontracts	21.1) The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. 21.2) Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1) Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 22.2) If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3) Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods 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 for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or b) if the Supplier fails to perform any other obligation(s) under the Contract.



	c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 24.2) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. Force Majeure	25.1) Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 25.2) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 25.3) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Convenience	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. 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: - to have any portion completed and delivered at the Contract terms and prices; and/or - to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



27. Resolution of Disputes

27.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

27.2 Dispute Settlement

- a) If any dispute arises between the Purchaser and the Supplier in connection with, or arising out of, the Contract or the provision of the goods, whether during providing the goods 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.*
- b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.*
- c) The arbitration shall be conducted in accordance with the Arbitration Act of 1940.*

27.3 Arbitration

- a) Any controversy or claim arising out of or relating to this contract, or the breach thereof, is not settled within 45 days after initiation of the process of amicable settlement or mediation shall then be settled by arbitration administered by the Arbitration Rules of 1940, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.*
- b) For contracts estimated to cost Rs 50 million or more a more elaborate procedure will be employed whereby following provisions will be provided in contract agreement.*
- c) Selection of Arbitrator(s): Ideally a single arbitrator nominated with consensus of both parties. He/she shall have qualifications relevant to the contract and his/her appointment shall not violate any provisions regarding Conflict of Interest. Arbitrator(s)'s compensation be allocated equally between the parties. Matters regarding compensation to be settled at the time of selection of Arbitrator.*
- d) Conditions Precedent to Arbitration: Exhaustion of all steps preceding arbitration i.e. amicable settlement and mediation.*
- e) Discovery: Discovery is the process by which information is exchanged between the parties. This process includes exchange of documents and depositions of persons who have knowledge of the dispute. Following provision shall be made "Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed."*
- f) Duration of Arbitration Proceeding: For contracts with less than 50% contract period left at the onset of arbitration proceedings shall be settled within 14 days. While with contracts with more than 50% contract period shall be settled in maximum of 28 days.*
- g) Awards/Remedies: Sample Provisos clauses dealing with awards and remedies follow:*

The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

or

In no event shall an award exceed the amount of the claim by either party.

or

The award shall be limited to the amount either claimed or counterclaimed. There shall be no punitive or consequential damages.



	or Any award shall be limited to monetary damages and shall include no injunction order for specific performance or direction to any party other than the direction to pay a monetary amount. a) Confidentiality: Process to remain confidential. b) International Provisions: When dealing with disputes involving parties from different countries, it is desirable to specify means and methods of dispute resolution in the contract.
28. Governing Language	The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
29. Applicable Law	The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
30. Notices	30.1) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. 30.2) A notice shall be effective when delivered or on the notice's effective date, whichever is later.
31. Taxes and Duties	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
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
33. Effectiveness of Contract and Commencement of Services	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. 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. 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.



Section VIII

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)- The Purchaser is: State Bank of Pakistan Banking Services Corporation who will be represented by Chief Manager, SBP BSC on behalf of State Bank of Pakistan Banking Services Corporation 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 in Appendix – 3.

2. Performance Security (GCC Clause 7)

5% performance security is required of the Contract Price for the entire contract period.

3. Inspections and Tests (GCC Clause 8)

GCC 8.6 - Appropriate tests and verifications to sign off Operational Acceptance as per the criteria mentioned in the Appendix 3 Technical Specifications.

4. Delivery and Documents (GCC Clause 10)

GCC 10- If applicable upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The delivery will be signed off by the designated Officer of the Bank after due verification of Item supplies, Country of Origin, Shipment Documents and Quantity.

The In-Land transportation for the delivery of all supplies up to the Bank's Premises is the responsibility of Supplier. The Supplier shall transport and deliver the consignment at State Bank of Pakistan Banking Services Corporation –Karachi or such other site as decided by the Purchaser in terms of item GCC 1.1(k)

The Supplier shall mail the following documents to the Purchaser:

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

5. Insurance (GCC Clause 11)

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



6. Payment (GCC Clause 16)

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

S. No.	Payment for goods and items
1	<u>Payment after Supply/Delivery</u> The Cost of supplies shall be paid after complete delivery of Complete shipment. 5% Performance security from all the invoices will be withheld as per clause SSC clause 2 and GCC clause 7.
2	<u>Payment after Contract Period</u> Five percent (5%) of the performance security will be released after the completion of contract period.

7. Prices (GCC Clause 17)

GCC 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.

8. Subcontracts (GCC Clause 21)

- The supplier will be essentially required to provide necessary CNIC of the petty/subcontractors and other logistic resources etc
- The supplier will be responsible for the supervision, safety and discipline of their own staff and the subcontractors within the Purchaser's premises during the course of the project
- During the project implementation if anything is damaged by vendor then the selected vendor will have to repair / rectify or replace if not repairable the damaged item in all respect
- The bidders must adhere to the rules, discipline and practices of SBP, during the entire course of project.

9. Liquidated Damages (GCC Clause 23)

GCC23 Subject to Clause 25 herein:

- If the Supplier fails to complete the supply on the agreed timelines, the Purchaser shall deduct from the invoice payables for the One-time cost of the project as liquidated damages, a sum equivalent to 0.2 percent of the Original Contract Price for each week of delay up to a maximum deduction of 10% of the Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 24.

10. Resolution of Disputes (GCC Clause 27)

GCC 27.1- The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows: In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with Arbitration Act of 1940.

11. Applicable Law (GCC Clause 29)

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

12. Notices (GCC Clause 30)

GCC 30.1—Purchaser's address for notice purposes:
(To be finalized at the time of signing of contract)



Appendices

Appendix 1: Supplier's Representative

Appendix 2: Technical Specifications

Appendix 3: Schedule of Supplies

Appendix 4: The Supplier's Bid

Appendix 5: Notification of Award

Appendix 6: Acceptance Letter

Appendix 7: Performance Security

Appendix 8: Sample Forms of the Contract Agreement

Appendix 9: Integrity Pact

Appendix 10: Annexure A to Form IV (Section VI)



Appendix 1

Supplier's Representative

Name: [insert: **name** or state "**to be nominated within fourteen (14) days of the Effective Date**"]



Appendix 2

Technical Specifications

(To be included and finalized at the time of signing of contract from the selected bid)



Appendix 3
Schedule of Supplies



Appendix 4
The Supplier's Bid



Appendix 5

Notification of Award



Appendix 6
Acceptance Letter



Appendix 7
Performance Security

To:

Chief Manager
SBP BSC (Bank) Islamabad
1st Floor, Main Building G-5/2,

Islamabad WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 202__.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



Appendix 8

Sample Forms of the Contract Agreement

- I. Sample Approval Certificate*
- II. Delivery Confirmation Certificate*



I. Sample Approval Certificate

Date:

IFB: IBD/GSU/ 011555/2022-23

Contract: Supply of Stationary Items

To:

Dear Sir:

Pursuant to Contract entered into between yourselves and SBP-BSC (Bank) Islamabad (hereinafter the "Bank") dated _____ relating to the **Supply of Stationary Items**, we hereby notify you that the sample of Goods have been approved for delivery and installation on the date specified below:

1. Description of the Sample of Goods (or relevant or parts or major item thereof): **[insert: description]**
2. Date of Sample Verification: **[insert: date]**

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

For and on behalf of the Bank

Signed:

Date:



II. Delivery Confirmation Certificate

Date: [insert: date]

IFB: IBD/GSU/ **011555** /2022-23

Contract: [insert: name and number of Contract]

To: [insert: name and address of Supplier]

Dear Sir:

Pursuant to Contract entered into between yourselves and the [insert: name of Purchaser] (hereinafter the "Bank") dated [insert: date of Contract], relating to the [insert: brief description of the Procurement], we hereby notify you that the Goods (or parts or major item thereof) was deemed to have been delivered on the date specified below.

1. Description of the Goods (or relevant or parts or major item thereof): [insert: description]
2. Date of Delivery: [insert: date]

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

For and on behalf of the Bank

Signed:

Date:



Appendix 9

Integrity Pact



STATE BANK OF PAKISTAN

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage etc
Payable by the Suppliers of Goods, Services & Works

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

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

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

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

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



Appendix 10

Annexure A to Form IV (Section VI)

Experience of Similar Supplies (2 of these must be equal to or above 0.5 Million)

S. No	Assignment Description	Name / Details of Client	Amount Rs.
1			
2			
3			
4			
5			

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

Seal & Signature of Bidder: _____



Section X

Evaluation Criteria

1. *The bidders' minimum Eligibility/Qualification will be ascertained on compliance based method as per Bidders Eligibility/Qualification Criteria (Form IV of Section).*
2. *The technical proposals (as per Form III) of the only short listed qualified bidders (after minimum eligibility/qualification as per Form IV) shall be evaluated in detail.*
3. *Testing Report of the Samples of the bidders (wherever needed) shall be placed before the Committee and short listed qualified samples/packages shall be approved for opening of Financial Bids before the Committee and representatives of the bidders who choose to attend.*
4. *Financial Proposals of un-qualified technical packages shall be returned un-opened (if possible).*
5. *The most advantageous quoted rates of technically qualified INDIVIDUAL samples amongst each package will be considered for award of contract.*
6. *The contract will be awarded to the successful Bidder whose bid has been found technically and commercially compliant and has offered the lowest cost and emerged as most advantageous evaluated bid even for a single package.*



S-2 Form for Payment Purpose

	STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION SCAD (System & Procedure Division) Supplier Creation and Update Form	S-2
1. For OFFICE use : (Please Check)		
Office	SBP ☐ BSC ☐	Department
Create New Supplier	☐ New Site ☐	Supplier Type
Update Supplier Info	☐	Supplier No.
2. Supplier Information		
Supplier Name		
Supplier NTN*		CNIC No*
	(*Mandatory)	(*If NTN Not available)
Supplier Address		
Contact No.		Supplier City
E-mail Address		Mobile No.
		Fax No. :
3. Bank Account Information		
Bank Name		
Branch Name		
Branch Address		
Branch License No. / Branch Code		Branch Type Commercial Islamic
Account No. (IBAN)	PK	Supplier Stamp & Sign.
Title of Account		
(For Office Use)		
Forwarded By (Concerned Department)	Verified By 	Entered By (Supplier Mgt User)
		Approved By (Sup.Mgt.Supervisor)
 Date		

- Note: Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.
- All Payments will be made to suppliers through Bank Account.
- Any change in Supplier's Particulars should be conveyed immediately to SBP-BSC. SBP-BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP-BSC or delay in settlement of supplier's claims.

