



BIDDING DOCUMENTS

For

“Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

September 2025

Sd/-

Assistant Chief Manager

General Services Unit, 1st Floor SBP Banking Services Corporation,
G-5/2, Islamabad

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Preface

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

Document comprises of the Sections listed below:

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I	Invitation to Bids
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet (BDS)
Section IV	Eligible Countries
Section V	Technical Specifications, Schedule of Requirements
Section VI	Standard Forms

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII	General Conditions of Contract (GCC)
Section VIII	Special Conditions of Contract (SCC)
Section IX	Contract Forms
	Integrity Pact



Bidding Documents for “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications, Schedule of Requirements

This Section includes the details of specifications for the goods and ancillary services to be procured and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of Bid.

PART-B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for

Performance Security will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.



PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS





SBP BANKING SERVICES CORPORATION
GENERAL SERVICES UNIT, Islamabad

INVITATION TO e-BID

GSU (PROC)-ISB/312244/ Drinking Water 2025-26

SBP Banking Services Corporation Islamabad invites electronic bids from the eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR for ***“Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”***.

The Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on E-PADS at (www.eprocure.gov.pk).

The electronic bids, prepared in accordance with the instructions provided in the Bidding Documents must be submitted by using E-PADS on or before **02-Oct-2025 at 11:00 AM**, which shall be opened on the same day at **11:30 AM** in the presence of representatives of firms who may choose to be present. Manual bids shall not be accepted.

Bid Security of **Rs. 50,000/-** will be required to be submitted along with the Technical Bid in the shape of Pay Order / Demand Draft. Scanned copy of Bid Security is to be submitted through E-PADS and Bid Security in Original is to be dispatched to the following address and the same must reach before Bid submission deadline. Non-receipt of original Bid Security before the Bid submission deadline will lead to rejection of Bid.

Sd/-

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)



Section II. Instructions to Bidders (ITBs)

<u>A. Introduction</u>	
1. Scope of Application	1.1 The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad” as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements. The successful Bidders will be expected to supply and install the equipment within the specified period and timeline(s) as stated in the BDS.
2. Sources of Funds	2.1 Source of funds is referred in Clause-2 of Invitation to Bids.
3. Eligible Bidders	3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or of any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. 3.2 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency. 3.3 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid. 3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. 3.5 The invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. 3.6 Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before

	participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a. are 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 Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of goods and related services to be procured under this Invitation for Bids. b. have controlling shareholders in common; or c. receive or have received any direct or indirect subsidy from any of them; or d. have the same legal representative for purposes of this Bid; or e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f. Submit more than one Bid in this Bidding process.
	3.8 A Bidder may be ineligible if – a. he is declared bankrupt or, in the case of company or firm, insolvent; b. payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; c. legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; d. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

	e. the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f. The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them. 3.9 Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively. 3.10 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request. 3.11 Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1 All the goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”. 4.2 For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied. 4.3 The nationality of the supplier that supplies and install the goods shall not determine the origin of the goods. 4.4 To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid. 4.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.

5. One Bid per Bidder	5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. 5.2 No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process. 5.3 A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Documents	7.1 The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Schedule of Requirements and Technical Specifications Section VI Standard Forms Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms 7.2 The number of copies to be completed and returned with the Bid is specified in the BDS. 7.3 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms. 7.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
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8. Clarification of Bidding Documents	8.1 A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP-BSC through E-PADS. The SBP-BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the SBP-BSC's response (including an explanation of the query but not identifying its source) will be uploaded on E-PADS within three days prior to closing date of Bids. 8.2 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: www.ppra.org.pk and as provided in Bid Data Sheet (BDS). 8.3 As specified in the BDS, the SBP-BSC will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted through E-PADS. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the SBP-BSC by issuing an Addendum under ITB Clause 8 through E-PADS.
9. Amendment of Bidding Documents	9.1 At any time before the deadline for submission of bids, SBP-BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document. 9.2 Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 9.1 and shall be communicated through E-PADS. 9.3 Provided that the bidder who had either already submitted their bid through E-PADS prior to the issuance of any such addendum shall have the right to withdraw its already submitted bid and to submit the revised bid prior to the original or extended bid submission deadline. 9.4 The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid. 9.5 To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, SBP-BSC may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.
<u>C. Preparation of Bids</u>	
10. Language of Bid	10.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the



	Procuring Agency shall be written in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1 The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15; b) Details of the Sample(s) where applicable and requested in the BDS. c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process; d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; e) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents; f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18; g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and h) Any other document required in the BDS 11.2 Where a sample(s) is required by a procuring agency, the sample shall be: (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) evaluated to determine compliance with all characteristics listed in the BDS. 11.3 The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and

	(b) is / are not submitted within the specified time clearly mentioned in the Bid Data Sheet. 11.4 Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only. 11.5 Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them. 11.6 All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of the Goods and Related Services and Conformity to Bidding Documents	12.1 Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver. 12.2 The documentary evidence of the eligibility of all goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment. 12.3 The documentary evidence of conformity of the goods and related 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 specifications and performance characteristics of the Goods; b. an item-by-item commentary on the Procuring Agency'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; c. any other procurement specific documentation requirement as stated in the BDS. 12.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.

	12.5 For purposes of the commentary to be furnished pursuant to ITB 12.3(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 Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications. 12.6 The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing the Eligibility and Qualification of the Bidder	13.1 Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted. 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries". 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) in the case of a Bidder offering deliver the goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer to deliver the goods in Pakistan; b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within 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. d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1 The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted. 14.2 The Bidder shall submit the original bid through E-PADS.
15. Bid Prices	15.1 The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements

	specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents. 15.2 All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items. 15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, The procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price. 15.4 The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered. 15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract. 15.6 Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i. The price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. on the components and raw material used in the manufacturing or assembly of goods quoted ex-works or ex-factory; OR B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii. All applicable taxes which will be payable on the goods if the contract is awarded.
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	iii. The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the BDS. iv. The price of other (incidental or allied) services, if any, listed in the BDS. b) For goods offered from abroad: i. The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. Or ii. The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS. or iii. The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the BDS. iv. the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the BDS. v. The price of (incidental) services, if any, listed in the BDS. 15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: - a) For Goods: - i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and b) For Related Services i) The price of the related services, and
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	ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder. 15.8 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 29. 15.9 If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1 Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS. b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. 16.2 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. 16.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid. 16.4 Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1.
17. Bid Validity Period	17.1 Bids shall remain valid for the period specified in the BDS. 17.2 In exceptional circumstances, SBP-BSC may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing through E-PADS. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to

	extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 18 in all respects.
18. Bid Security or Bid Securing Declaration	18.1 Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VI (Standard Forms). 18.2 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9. 18.3 The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS 18.4 The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring Agency prior to the Bid submission. 18.5 Bid Security shall be submitted in its original form to SBP-BSC on or before bid submission deadline; and scanned copy of bid security instrument shall be submitted through E-PADS; 18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in ITB 18.9 are invoked. 18.7 Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29. 18.8 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 17. The Procuring Agency shall make no claim to the amount of the Bid Security, and

	shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security; (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents; (c) the rejection by the Procuring Agency of all Bids; (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted. 18.9 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42, or furnishing the performance guarantee, pursuant to ITB 43. 18.10 The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 31.2; or b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with ITB 42; or ii) to furnish performance security (or guarantee) in accordance with ITB 43.
19. Alternative Bids by Bidders	19.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, ITB 19.2 shall prevail. 19.2 When alternative schedule for supply and installation of equipment is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedule for delivery of goods. 19.3 If so allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency,

	including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1 Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice. 20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	1.1. 21.1 The Bidder shall prepare only one bid or as specified in the BDS. 1.2. The original bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed. 1.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected. 1.4. In accordance with ITB Clause-22, Bids shall be submitted electronically through E-PADS. 21.2 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
<u>D. Submission of Bids</u>	
22. Submission of Bids	22.1 The Bidder shall submit the original bid through E-PADS.
23. Deadline for Submission of Bids	23.1 Bids must be submitted through E-PADS, no later than the bid submission deadline specified in the BDS. Bids submitted through hard form, telegraph, telex, fax or e-mail shall not be considered. In case of receipt of original bid security by the SBP-BSC after the deadline for submission prescribed in the Bid Data Sheet, bid will be rejected. 23.2 SBP-BSC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the SBP-BSC and the bidders previously subject to the original deadline will then be subject to the new deadline.

24. Late Bids	24.1 Any Bid received (through E-PADS) by SBP-BSC after the deadline prescribed in ITB Clause 23 shall be rejected.
25. Withdrawal, of Bids	25.1 The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal of the bids, is received by the SBP-BSC before the deadline prescribed for submission of bids under ITB Clause 22. 25.2 No bid can 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 will result in the forfeiture of bidder's bid security.
<u>E. Opening and Evaluation of Bids</u>	
26. Opening of Bids	26.1 The SBP-BSC will open all bids through E-PADS in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS. 26.2 For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.
27. Confidentiality	27.1 The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004. 27.2 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by SBP-BSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 27.3 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 SBP-BSC's prior written consent. 27.4 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Bidder's, SBP-BSC may reject its bid and/or terminate the contract. 27.5 Any effort by a Bidder to influence SBP-BSC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.
28. Clarification of Bids	28.1 During the bid evaluation, the SBP-BSC may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be made through E-PADS, and no change in the price (except under Clause 31 of ITB) or substance of the bid shall be sought, offered, or permitted.
29. Preliminary Examination of Bids	1.5. The SBP-BSC will examine the bids to determine whether; - they are complete, - bid validity is provided accordingly, - required bid security have been furnished, - the documents have been properly signed, - the bids are generally in order; - Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV 1.6. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. 1.7. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.

	1.8. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.
30. Correctness of Errors	30.1 Bids determined to be substantially responsive will be checked by SBP-BSC for any arithmetic errors. Arithmetical errors will be rectified by the SBP-BSC on the following basis: i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the SBP-BSC there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. 30.2 The amount stated in the Bid will be adjusted by the SBP-BSC as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 14.
31. Conversion to Single Currency	31.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. 31.2 The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.
32. Evaluation of Bids	32.1 The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 29, shall be evaluated in detail. 32.2 SBP-BSC will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 29.2 of ITB to 29.4 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of goods and services. Any Bid covering partial scope of goods or services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, SBP-BSC will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (a) Making any correction for arithmetic errors pursuant to Sub-Clause 30.2 of ITB hereof.

	(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. 32.3 The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria. 32.4 The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 32.5 Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP-BSC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
33. Domestic Preferences	33.1 If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
34. Determination of Most Advantageous Bid	34.1 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid. 34.2 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
35.	35.1 Subject to Clause 28 of ITB heretofore, no bidder shall contact SBP-BSC on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by SBP-BSC. The evaluation results shall be announced as under: (a) Technical Evaluation Report/Results would be announced through E-PADS portal. (b) Financial / Final Evaluation Report would be announced through E-PADS portal.

	35.2 Any bidder feeling aggrieved by any act of SBP-BSC may lodge a written complaint through E-PADS concerning his grievances.
<u>F. Award of Contract</u>	
36. Criteria of Award	36.1 The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws on the subject matter and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.
37. Procuring Agency's Right to reject All Bids	37.1 SBP-BSC reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but SBP-BSC will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given to all the bidders through EPADS.
38. Procuring Agency's Right to Vary Quantities at the time of Award	38.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
39. Notification of Award	39.1 Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing ("Notification of Award"), that its bid has been accepted. 39.2 Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, SBP-BSC will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties. 39.3 The formal Agreement between SBP-BSC and the most advantageous bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the most advantageous bidder from SBP-BSC. 39.4 Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, SBP-BSC will discharge its bid security.
40. Signing of Contract	40.1 Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. 40.2 Immediately after the Redressal of grievance by the GRC, and

	after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract. 40.3 Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
41. Performance Security (or Guarantee)	41.1 After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS. 41.2 Failure of the most advantageous Bidder to comply with the requirement of ITB 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
42. Advance Payment	42.1 SBP-BSC will provide an Advance Payment on the Contract Price only if stipulated in the Special Conditions of the Contract.
43. Arbitrator	43.1 The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
44. Corrupt and Fraudulent Practices	44.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.
<u>G. Grievance Redressal & Complaint Review Mechanism</u>	
45. Grievance Redressal	45.1 Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) constituted under Rule 48 of PPR-2004 through E-PADS, The details of GRC is given on the PPRA website: www.ppra.org.pk and as given in Bid Data Sheet (BDS).
<u>H. MECHANISM OF BLACKLISTING</u>	
46. Code of Conduct and Mechanism of Blacklisting	46.1 It is the SBP-BSC's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the SBP-BSC follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines: "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including, - "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; "collusive practices" which means any arrangement

	between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and v. “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;” 46.2 Under Rule 19 of PPR-2004, the SBP-BSC can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. 46.3 Under Rule 19 of PPR-2004, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of SBP-BSC management: <table border="1" data-bbox="565 945 1399 1503"> <thead> <tr> <th>Nature of Offense/ Fault</th><th>Means of Verification</th></tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td><td> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Bidder's. </td></tr> <tr> <td>Performance Deficiencies</td><td>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Bidder's.</td></tr> <tr> <td>Bidder failed to abide with Bid Form</td><td>Failed to abide with Bid Form</td></tr> </tbody> </table> However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted. 46.4 The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the SBP-BSC and the bidder shall be solely responsible for seeing that a proper receipt is provided. 46.5 Under Rule 7 of PPR 2004, bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBP-BSC.	Nature of Offense/ Fault	Means of Verification	Corrupt and Fraudulent Practices	• Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Bidder's.	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Bidder's.	Bidder failed to abide with Bid Form	Failed to abide with Bid Form
Nature of Offense/ Fault	Means of Verification								
Corrupt and Fraudulent Practices	• Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Bidder's.								
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Bidder's.								
Bidder failed to abide with Bid Form	Failed to abide with Bid Form								

	46.6 SBP-BSC's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the SBP-BSC's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SBP-BSC, 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. 46.7 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: i. A bidder that has been engaged by the SBP-BSC 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, bidders providing 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. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the SBP-BSC's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. 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 SBP-BSC. iv. Bidders shall not recruit or hire any agency or current employees of the SBP-BSC. Recruiting former employees of the SBP-BSC 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 SBP-BSC by the bidder as part of the bid.
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SECTION III: BID DATA SHEET



Section III. Bid Data Sheet (BDS)

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1. INTRODUCTION		
1.	1.1	Name of Procuring Agency: SBP Banking Services Corporation. The Description (as specified in Invitation to Bids) of the Goods is: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad” Period for Contract: <i>Period of contract will be two years from the date of commencement of services.</i> Commencement date for delivery: <i>As per Schedule of Requirement.</i>
2.	2.1	Financial year for the operations of the Procuring Agency: [2025-26] Name of Project: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad” Name and identification number of the Contract: GSU (PROC)-ISB/312244/ Drinking Water 2025-26
3.	3.1	Joint Venture is NOT Applicable
4.	4.1	Ineligible country(s) are [<i>as per Section IV of the Bidding Documents</i>]
5.	4.5	Demonstration of authorization by manufacturer: Manufacturer’s Authorization Form is required.
2. BIDDING DOCUMENTS		
6.	7.2	Separate technical and financial Bids are required to be submitted through E-PADS as per “Single Stage Two Envelopes Procedure”.
7.	8.1	Clarification shall be through E-PADS as specified in ITB 8.1
3. PREPARATION OF BIDS		
1.	10.1	The Language of all correspondences and documents related to the Bid is English.
2.	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid a) Affidavit for Bidder’s Blacklisting Status b) Declaration for Beneficial Ownership
3.	12.3 (c)	Other procurement specific documentation requirements are Not Required

4.	12.4	Not Required
5.	13.3 (b)	The eligibility and qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: a. Bidder must be registered with relevant tax authorities and should appear on active taxpayer list of Federal Board of Revenue. b. Bidder must have presence in Rawalpindi/Islamabad c. Bidder should have valid license from Pakistan Standards and Quality Control Authority (PSQCA). d. Bidder should have relevant certification of International Organization of Standardization (ISO) or Hazard Analysis Critical Control Point (HACCP). e. Bidder bidders should not be in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA. f. Bidder must have annual turnover (Average Annual Sales Revenue) of PKR 50 Million (Fifty Million Rupees), during the last three years. g. Bidder should have supplied or supplying bottles of drinking water to at least five Government / Semi-Government / Private/ Multinational Organizations, during last three (03) years. The Bidder is required to include with its Bid, documentation from the manufacturer of the goods that it has been duly authorized to deliver, in Pakistan, the goods as indicated in its Bid.
6.	15.7 (a) (i)	For goods manufactured or delivered from within Pakistan the price quoted shall be on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, transportation, insurance, incidental services imposed till the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services to delivery of the goods to their final destination i.e. Procuring Agency's Site(s).
7.	15.7 (b)	For goods offered from abroad the price quoted shall be: Not Applicable
8.	15.8	The price shall be fixed.
9.	16.1 (a)	a) For goods and related services originating or delivering within Pakistan, the currency of the Bid shall be Pakistani Rupees; b) For goods and related services that the Bidder will deliver from outside Pakistan : not applicable.
10.	17.1	The Bid Validity period shall be One Hundred and Forty (180) days.
11.	18.2	The Bid Security is Applicable
12.	18.3	The Bid Security is ' Applicable ' in the form of Payment Order / Bank Draft only
13.	18.3 (c)	Another Security: Not Applicable.
14.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be permitted.
15.	21.1	Bid shall be submitted through E-PADS.

16.	21.2	Duly notarized Power of Attorney authorizing the signatory of the Bidder to submit the Bid.
17.	21.2	Written confirmation of authorization are: <i>[list acceptable confirmation of authorizations]</i>
4. SUBMISSION OF BIDS		
18.	22.2 (a)	Bid shall be submitted through E-PADS
19.	22.2 (b)	Title of the subject Procurement or Project name: <i>“Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”</i> ITB title and No: <i>GSU (PROC)-ISB/312244/ Drinking Water 2025-26</i> 2nd October, 2025, 11:00 AM
20.	23.1	The deadline for Bid submission is: 2nd October, 2025, 11:00 AM
5. OPENING AND EVALUATION OF BIDS		
21.	26.1	The bid shall be opened through E-PADS 2nd October, 2025, 11:30 AM In case of any unforeseen reasons, unrest or force majeure, which may cause delay on the bid opening date, the bids shall be opened on the next working day.
22.	27	Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 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 Procuring Agency’s prior written consent. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the contract.
23.	31	The currency that shall be used for Bid evaluation and comparison purposes is: Pakistani Rupees.

24.	32	Delivery schedule: Successful bidder is required to provide desired number of 19 (nineteen) liter bottles to SBP BSC Islamabad Office on daily basis. Successful Bidder should complete delivery cycle of water between 09.00 to 17.30 hours regularly in bulk as per actual requirement on daily basis during five days a week/ as and when required.
25.	32	Performance and productivity of Items Offered supplies shall have a minimum productivity specified under the relevant provision to be considered responsive as specified in the Technical Specifications. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid.
26.	33	Domestic preference Not Applicable.
27. AWARD OF CONTRACT	36	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) for each individual Package shall be considered highest ranked bid (Most Advantageous Bid).
6.		
28.	38	Percentage for quantity increase or decrease is 15%.
29.	41	5% Performance Guarantee is required of the total estimated contract amount for the entire contract period.
30.	41	The Performance Guarantee shall be in the form of Bank Guarantee or Payment Order in Favor of SBP BSC Islamabad.
31.	42	The Advance Payment is Not Applicable.
32.	42	The Advance Payment is Not Applicable.
33. REVIEW OF PROCUREMENT DECISIONS	43	In case of any dispute arises between the procuring agency and supplier (hereinafter referred to as parties) in connection with or arising out of the contract, the dispute shall be resolved amicably by the parties. In case if the parties fail to resolve the dispute amicably, such dispute shall be resolved through Arbitration by a sole arbitrator in accordance with Arbitration Act 1940.
7.		
34.	45	Through E-PADS
	48.6	Through E-PADS

SECTION IV: ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). Information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL
SPECIFICATIONS**



Schedule of Requirement

- 1) Successful bidder is required to provide desired number of 19 (nineteen) liter bottles to SBP BSC Islamabad Office on daily basis for period of two years from the date of commencement of services.
- 2) Successful Bidder should be able to complete delivery cycle of water between 09.00 to 17.30 hours regularly in bulk as per actual requirement on daily basis during five days a week/ as and when required.



Technical Specifications

1. Scope of Project and Requirements:

The SBP Banking Services Corporation intends to procure “**Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad**” for its department at SBP Banking Services Corporation.

1.1. Delivery:

Delivery will be considered accomplished when offered items will be delivered at purchaser’s site as per schedule of requirement.

Technical Specifications:

Sr. No.	Description	Type	Total Quantity Required
1	19 Liter Drinking Water Bottles of the brand appeared as most advantageous bidder after fulfillment of eligibility criteria.	Bottled/Mineral Water	Estimated quantity of 9,500-bottled water will be required in two years.

Implementation Schedule

Bidder should be able to complete delivery cycle of water between 09.00 to 17.30 hours regularly in bulk as per actual requirement on daily basis during five days a week/ as and when required.



SECTION VI – STANDARD FORMS FOR (Single Stage Two Envelope Procedure)



Table of Forms

Sr. No.	Form No.	Description
1	Form 1	Form of Bid – Technical Bid
2	Form 2	Bidder Information Form
3	Form 3	Bidder's Eligibility / Qualification Criteria
4	Form 4	Technical Compliance
5	Form 5	Price Schedule
6	Form 6	Affidavit for Bidder's Blacklisting Status
7	Form 7	Declaration for Ultimate Beneficial Owners Information
8	Form 8	Manufacturer's Authorization Form
9	Form 9	Form of Bid Securing Declaration

Form 1 - Form of Bid

Date of this Bid submission: 2nd October, 2025,

ITB No.: *GSU (PROC)-ISB/312244/ Drinking Water 2025-26*

Title of Procurement: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

To: SBP Banking Services Corporation (Islamabad)

Having examined the Bidding Documents including Addenda issued, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *drinking water* in conformity with the said Bidding Documents for the sum mentioned in schedule of prices / financial bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming SBP BSC Islamabad, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 43**.

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 undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 17**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan’s laws or official regulations.

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.



We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents.

Name of the Bidder: *[insert complete name of Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



Form 2 – Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

ITB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26
 Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”
 Bidder: [Name of Applicant / Entity]

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. ☐ Establishing that the Bidder is not under the supervision of the Procuring Agency 7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



Form 3 – Bidder’s Eligibility / Qualification Criteria

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

ITB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26

Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

Bidder: [Name of Applicant / Entity]

#	Eligibility / Qualification Criteria	Means of Verifications	Reference in Bid**	Bidder’s Assessment (Y/N)
a.	Bidder must be registered with relevant tax authorities and should appear on active taxpayer list of Federal Board of Revenue.	1-FBR Profile Enquiry 2-FBR Income Tax Status 3-FBR Sales Tax Status		
b.	Bidder must have presence in Rawalpindi/Islamabad	Sufficient documentary evidence		
c.	Bidder/OEM should have valid license from Pakistan Standards and Quality Control Authority (PSQCA).	Attested copy of license		
d.	Bidder/OEM should have relevant certification of International Organization of Standardization (ISO) or Hazard Analysis Critical Control Point (HACCP).	Sufficient documentary evidence		
e.	Bidders should not be in litigation with and / or blacklisted by any client / customer and not on sanction list of NACTA.	Affidavit on stamp paper valuing PKR 100		
f.	Bidder must have annual turnover (Average Annual Sales Revenue) of PKR 50 Million (Fifty Million Rupees), during the last three years.	Income Tax Returns or Financial Statements		
g.	Bidder should have supplied or supplying bottles of drinking water to at least five Government / Semi-Government / Private/ Multinational Organizations, during last three (03) years.	Notification of Award / Contracts / Agreements		

Seal & Signature of Bidder: _____

Date: _____



Annex-1

Experience of Similar Assignment

#	Assignment / Product Description	Company / Name of Customer	Contact Person Name / Contact Details
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.

Details of Trained/Experienced Resources

#	Resource Name	Certificate Details	Certificate Issuance Date
1.			
2.			
3.			
4.			

Office Address

#	Company Name	Complete Office Address	Office Numbers
1.			
2.			
3.			



Form 4 – Technical Compliance

ITB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26

Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

Bidder: [Name of Applicant / Entity]

Please write Yes / No in the blank space against each specification of items, which your product contains, and in case of any difference please elaborate equivalence

Sr. No.	Description	Type	Bidders' Assessment (Yes/No)	Reference in Bid
1	19 Liter Drinking Water Bottles	Bottled/Mineral Water		

Seal & Signature of Bidder: _____

Date: _____



Form 5 – Price Schedule

IFB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26
 Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”
 Bidder: [Name of Applicant / Entity]

Below mentioned services & supplies will be as per technical specification given in Section V- Technical Specification. All prices must be in PKR. All the quotes must be provided as per format specified below.

Sr. No	Description	Estimated* Qty. (A)	Unit Price (Rs.)	GST@18%	Unit Price Inclusive of GST	Total Estimated Amount
			B	C	D=B+C	E = (D*A)
1	19-Liter Drinking Water Bottle	9,500				

Note:

*Estimates Quantity has been determined based on previous two year consumption to determine the value of performance guarantee.

Form 6 – Affidavit for Bidder’s Blacklisting Status

ITB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26

Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”

Bidder: _____

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

To:

Chief Manager
SBP Banking Services Corporation (Islamabad)
Mall Road
Islamabad –Pakistan

Affidavit for Bidder’s Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Bidder: _____

Date: _____



Form 7 - Declaration for Ultimate Beneficial Owners Information

ITB No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26

Title: "Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad"

Bidder: _____

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

1. Name:
2. Father's Name/Spouse's Name:
3. CNIC/NICOP/Passport no:
4. Nationality:
5. Residential address:
6. Email address:
7. Date on which shareholding, control or interest acquired in the business:
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering authority	Business Address	Country	Email address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (InBlock Letters)	CNIC No. (in case of foreigner ,Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
Total number of shares taken (in figures and words)							

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)

Seal & Signature of Bidder:

Date:



Form 8 – Manufacturer’s Authorization Form

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Invitation No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26
 Title: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”
 Bidder: _____

To: *[SBP Banking Services Corporation]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*



Form 9 – Form of Bid Securing Declaration

The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Invitation No: GSU (PROC)-ISB/312244/ Drinking Water 2025-26

To: *[SBP Banking Services Corporation]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid;
or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]



SECTION VII – GENERAL CONDITIONS OF THE CONTRACT



SECTION VII – GENERAL CONDITIONS OF THE CONTRACT**1. Definitions**

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- a) **“Authority”** means Public Procurement Regulatory Authority.
- b) The **“Arbitrator”** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract **GCC Clause 31** hereunder.
- c) The **“Contract”** means the agreement entered into between the Procuring Agency 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.
- d) The **“Commencement Date”** is the date when the Supplier shall commence execution of the contract as specified in the **SCC**.
- e) **“Completion”** means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- f) **“Country of Origin”** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the **SCC**.
- g) The **“Contract Price”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- h) **“Defective Goods”** are those goods which are below standards, requirements or specifications stated by the Contract.
- i) **“Delivery”** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
- j) **“Effective Contract date”** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in **GCC Clause 3**.
- k) **“Procuring Agency”** means the person named as Procuring Agency in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC**.
- l) **“Related Services”** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- m) **“GCC”** means the General Conditions of Contract contained in this section.
- n) **“Intended Delivery Date”** is the date on which it is intended



	that the Supplier shall effect delivery as specified in the SCC. o) “SCC” means the Special Conditions of Contract. p) “Supplier” means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. q) “Project Name” means the name of the project stated in SCC. r) “Day” means calendar day. s) “Eligible Country” means the countries and territories eligible for participation in accordance with the policies of the Federal Government. t) “End User” means the organization(s) where the goods will be used, as named in the SCC. u) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. v) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. w) “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. x) The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
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2.Application and Interpretation	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. 2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. 2.3 The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3.Conditions Precedent	3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - i. Submission of performance Security (or guarantee) in the form specified in the SCC; ii. Furnishing of Advance Payment Unconditional Guarantee. 3.2 If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect; 3.3 If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1 The origin of Goods and Services may be distinct from the nationality of the Supplier.



7. Standards	7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by Government of Pakistan	8.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency 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. 8.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract. 8.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency. 8.4 The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patents and Copy Rights	9.1 The Supplier shall indemnify the Procuring Agency 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 Pakistan. 9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a

	bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC. 10.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 10.3 The Performance Security (or Guarantee) shall be in one of the following forms a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or b) A cashier's or certified check. 10.4 The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11. Inspection and Testing	11.1 The Procuring Agency 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 Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes. 11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency. 11.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency. 11.4 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from

	the country of origin.
	11.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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. 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13.Delivery and Documents	13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC. 13.2 For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. 13.3 Documents to be submitted by the Supplier are specified in SCC.
14.Insurance	14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC .
15. Transportation	15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. 15.2 Where the Supplier is required under Contract to deliver the Goods CIF

	or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price 15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1 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, Installation Commissioning and/or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 16.2 Prices charged by the Supplier for related 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 to other parties by the Supplier for similar services.
17. Spare Parts	17.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) Such spare parts as the Procuring Agency 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 Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

	ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18. Warranty / Defect Liability Period	18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current 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 Procuring Agency, 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 Pakistan. 18.2 This warranty shall remain valid for a period specified in the SCC 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, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC. 18.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty. 18.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination. 18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency 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 Procuring Agency may have against the Supplier under the Contract.
19. Payment	19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. 19.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment

	of other obligations stipulated in the Contract. 19.3 Payments shall be made promptly by the Procuring Agency, within Thirty (30) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC. 19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid. 19.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20. Prices	20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. 20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21. Change Orders	21.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier. 21.2 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 Procuring Agency change order. 21.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed

		upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
22. Contract Amendments	22.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub-Contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of GCC Clause 5.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication 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 Procuring Agency 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.
	25.3	Except as provided under GCC Clause 28 , 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 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to GCC Clause 28 , if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26 .

27. Termination for Default	27.1 The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract. 27.2 Fundamental breaches of Contract shall include, but shall not be limited to the following: a) 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 Procuring Agency pursuant to GCC Clause 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) the supplier has abandoned or repudiated the contract. e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. 27.3 For the purpose of this clause: "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004. 27.4 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Termination for Force Majeure	28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the

	Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
	28.2 If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, 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.
29. Termination for Insolvency	29.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30. Termination for Convenience	30.1 The Procuring Agency, 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 Procuring Agency’s convenience, the Contract is terminated, and the date upon which such termination becomes effective. 30.2 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 Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency 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.
31. Disputes Resolutions	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolutions	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 , a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring

	Agency with respect to patent infringement.	
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)



Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Procuring Agency is: SBP Banking Services Corporation Islamabad
2.	1.1(p)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Islamabad”
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Islamic Republic of Pakistan
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is the country where offered supplies are manufactured.
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of Performance Guarantee, as a percentage of the total Contract amount, shall be: <i>five (5) percent of the total Contract amount for the entire contract period.</i>
8.	10.4	Performance Guarantee equivalent to 5% of the contract amount shall be provided by successful bidder for the total contract duration in form of Bank Guarantee or Payment Order prepared in favor of SBP BSC. Same shall be retained until completion of the contract. In case of bank Guarantee same should be valid for atleast 28 days after contract completion date.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows;

		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications.
Packing (GCC Clause 12)		
10.	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
Delivery and Documents (GCC Clause 13)		
11.	13.1	For Goods supplied from abroad: Not Applicable
12.	13.3	For Goods from within Pakistan: Upon delivery of the drinking water on daily basis, the Supplier shall notify the Procuring Agency's authorized person and hand over original delivery challan slip showing goods description, quantity delivered, per unit amount and total amount. The above documents shall be received by the Procuring Agency's authorized resource and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
13.	14.1	Not applicable

Related Services (GCC Clause 16)		
14.	16.1	Related services to be provided are: Supplier shall provide all the related services as per GCC-16 without any additional cost to the Procuring Agency.
Spare Parts (GCC Clause 17)		
15.	17.1	Additional spare parts requirements are: Not applicable
Warranty (GCC Clause 18)		
16.	18.2	Not applicable
17.	18.4 & 18.5	Not applicable
Payment (GCC Clause 19)		
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: <u>NOT APPLICABLE</u>
		Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: (i) Advance Payment: 0 percent of the Contract Price. (ii) On Delivery: 100% payment for supply of drinking shall be released upon submission of invoice along with daily receipt slips on monthly basis. (iii) Payment shall be made with 30 days of receipt of invoice provided that invoices shall be correct in all respect.
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be (Not Applicable)
Prices (GCC Clause 20)		
20.	20.1	Prices shall be fixed as quoted in price schedule during the entire contract period.
Liquidated Damages (GCC Clause 26)		

21.	25.1	If the Supplier fails to complete the delivery on the agreed timelines the Purchaser may deduct from the invoice payables for the One-time cost of the equipment as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery is made, 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.
Procedure for Dispute Resolution (GCC Clause 32)		
22.	32.3	Dispute Resolution In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940. Place of Arbitration shall SBP, Banking Services Corporation (SBP BSC) Islamabad
Notices (GCC Clause 35)		
23.	35.1	— Procuring Agency's address for notice purposes: <i>(to be inserted at the time of contract signing)</i> —Supplier's address for notice purposes: <i>(to be inserted at the time of contract signing)</i>
Tax & Duties (GCC Clause 36)		
24.	36	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.
Confidentiality		
25.		25.1 Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Procuring Agency to the Supplier or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 25.2 The Supplier shall not disclose or attempt to make public any information related to the bidding documents, bidding process and award of the Contract to any person or entity without the Procuring Agency's prior written consent. 25.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by the Supplier, the Procuring Agency may reject its bid and/or terminate the Contract. .

SECTION IX: CONTRACT FORMS



Form of Contract

THIS AGREEMENT made the _____ day of _____ 20____ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - a. This form of Contract;
 - b. the Form of Bid and the Price Schedule submitted by the Bidder;
 - c. the Schedule of Requirements;
 - d. the Technical Specifications;
 - e. the Special Conditions of Contract;
 - f. the General Conditions of the Contract;
 - g. the Procuring Agency’s Letter of Acceptance (Notification of Award); and
 - h. the Supplier’s Letter of Acceptance
 - i. Integrity Pact
 - j. Performance Security (Guarantee) Form
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision



of the goods and related 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 Contract to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Supplier:



Appendix 1 - Form of Bid and Price Schedule

(to be inserted at the time of signing of contract)



Appendix 2 – The Schedule of Requirement

(to be inserted at the time of signing of contract)



Appendix 3 – The Technical Specifications

(to be inserted at the time of signing of contract)



Appendix 4 – Notification of Award

(to be inserted at the time of signing of contract)



Appendix 5 – Letter of Acceptance
(to be inserted at the time of signing of contract)



Appendix 6 – Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: _____

Contract Value: _____

Contract Title _____

Date: _____

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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



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

[Buyer]

[Seller/Supplier]



Appendix 7 – Performance Security (or guarantee) Form

To: **SBP Banking Services Corporation**
Islamabad

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[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: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

