

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - I

(To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods)

1. NAME OF THE ORGANIZATION/DEPTT.	STATE BANK OF PAKISTAN		
2. FEDERAL / PROVINCIAL GOVT.	FEDERAL GOVERNMENT		
3. TITLE OF CONTRACT	Supply, Installation, Testing and Commissioning of Multifunction Photocopier		
4. TENDER NUMBER	IFB No. GSD (PROC-III)/ 34443 / MFP for FEAD /2022-23		
5. BRIEF DESCRIPTION OF CONTRACT	Procurement of Multifunction Photocopier for a department of the Bank.		
6. TENDER VALUE (ESTIMATED)	Rs. 1,200,000/-		
7. ENGINEER'S ESTIMATE (FOR CIVIL WORKS ONLY)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA		
8. ESTIMATED COMPLETION PERIOD	TWELVE CALENDAR WEEKS		
9. WHETHER THE PROCUREMENT WAS INCLUDED IN THE ANNUAL PROCUREMENT PLAN??	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
10. ADVERTISEMENT			
(a) PPRA WEBSITE	TS514188E	27-06-2023	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(b) NEWSPAPERS	N/A	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. TENDER OPENED ON (DATE & TIME)	14-07-2023/11:30 AM		
12. NATURE OF PURCHASE	<input checked="" type="checkbox"/> Local/National <input type="checkbox"/> International		
13. EXTENSION IN DUE DATE (IF ANY)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
14. NUMBER OF TENDER DOCUMENTS SOLD/ISSUED (ATTACH LIST)	Publicly Available on PPRA and SBP website		
15. WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/ TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)		



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - I

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16. WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (IF YES, ENCLOSE A COPY)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)
17. WHICH METHOD OF PROCUREMENT WAS USED?	
<p>(a) OPEN COMPETITIVE BIDDING</p> <p>i. SINGLE STAGE - ONE ENVELOPE PROCEDURE <input type="checkbox"/></p> <p>ii. SINGLE STAGE - TWO ENVELOPE PROCEDURE <input checked="" type="checkbox"/></p> <p>iii. TWO-STAGE BIDDING PROCEDURE <input type="checkbox"/></p> <p>iv. TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE <input type="checkbox"/></p> <p>(b) PETTY PURCHASE <input type="checkbox"/></p> <p>(c) REQUEST FOR QUOTATIONS <input type="checkbox"/></p> <p>(d) DIRECT CONTRACTING <input type="checkbox"/></p> <p>(e) NEGOTIATED TENDERING <input type="checkbox"/></p> <p>(f) FORCE ACCOUNT <input type="checkbox"/></p> <p>(g) DIRECT CONTRACTING WITH STATE-OWNED ENTITIES <input type="checkbox"/></p> <p>(h) QUALITY-BASED SELECTION METHOD <input type="checkbox"/></p> <p>(i) QUALITY & COST-BASED SELECTION METHOD <input type="checkbox"/></p> <p>(j) LEAST COST SELECTION METHOD <input checked="" type="checkbox"/></p> <p>(k) SINGLE SOURCE OR DIRECT SELECTION METHOD <input type="checkbox"/></p> <p>(l) FIXED BUDGET SELECTION METHOD <input type="checkbox"/></p>	
18. WHO IS THE APPROVING AUTHORITY	DIRECTOR - GSD
19. WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
20. NUMBER OF BIDS RECEIVED	<input type="text" value="One (01)"/>
21. WHETHER THE SUCCESSFUL BIDDER WAS THE MOST ADVANTAGEOUS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22. WHETHER INTEGRITY PACT WAS SIGNED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA



PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - II

(To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods)

1. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	One (01)
2. NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s. O & A BUSINESS MACHINES PVT. LTD. 1st Floor, Syed House, I.I. Chundrigar Road, Karachi Tel: 021-32634805
3. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT	Least Evaluated Bid
4. NEED ANALYSIS (WHY WAS THE PROCUREMENT NECESSARY?)	OPERATIONAL & BUSINESS REQUIREMENT
5. IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY DESCRIBE)	<input checked="" type="checkbox"/> NA
6. WHETHER NAMES OF THE BIDDERS AND THEIR PRICES READ OUT AT THE TIME OF OPENING OF BIDS?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. DATE OF CONTRACT SIGNING (ATTACH COPY OF THE CONTRACT)	13-11-2023 (Copy Enclosed)
8. CONTRACT AWARD PRICE	Rs. 1,500,001/-
9. WHETHER A COPY OF THE EVALUATION REPORT WAS GIVEN TO ALL BIDDERS (ATTACH COPY OF THE BID EVALUATION REPORT)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Copy Enclosed)
10. ANY COMPLAINTS RECEIVED (IF YES RESULT THEREOF)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. DEVIATION FROM QUALIFICATION CRITERIA (IF YES, GIVE DETAILS)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. SPECIAL CONDITIONS, IF ANY (GIVE BRIEF DESCRIPTION)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Annexures

1. Eligibility/Qualification and Technical Specifications
2. Contract
3. PPRA Final Evaluation Report



Form T3 – 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.]

Invitation No: GSD (PROC-III)/ 34443 / MFP for FEAD /2022-23

Title: “Supply, Installation, Testing and Commissioning of Multifunction Photocopier”

Bidder: [Name of Applicant / Entity]

#	Eligibility / Qualification Criteria	Means of Verifications	Reference in Bid**	Bidder’s Assessment (Y/N)
a.	Bidder must be Original Equipment Manufacturer (OEM) or OEM’s Authorized Agent of the offered Multifunction Photocopiers in Pakistan;	Attach copy of valid proof of manufacturer / supplier of item		
b.	Bidder must have experience of supplying at least 03 (three) similar machines in two verifiable organization during last 05 (five) years;	Attach Copy of Purchase Orders/ Contracts/ acceptance letter/ completion certificates with contact details. Please attach a list of projects, contracts Annex-1 to Form-T3.		
c.	Bidder must have verifiable support services set-up in Karachi;	Attach copy of undertaking on letterhead with valid registered address		
d.	Bidder must have Annual Sales volume/Gross Turnover of at least PKR. Five (05) million in any of the last 03 (three) years;	Attach Copy(s) of Audited Financial Statements / Sales Tax/ Income Tax return filed in FBR/ purchase orders or work orders.		
e.	Bidder must be registered with Income and Sales Tax Department and must appear on Active Taxpayer List of FBR.	Attach copy of valid NTN, GST certificate and reference of Active Taxpayer list of FBR.		
f.	Bidder must not be blacklisted or in breach of performance with SBP or any Organization(s).	Provide affidavit as per Form T5		

Seal & Signature of Bidder: _____

Date: _____

Form T4 – Technical ComplianceInvitation No GSD (PROC-III)/ 34443 / MFP for FEAD /2022-23Title: “Supply, Installation, Testing and Commissioning of Multifunction Photocopier”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

S.No.	Description	Technical Requirement	Bidders' Assessment (Yes/No)	Reference in Bid
1	System Features	Type	Monochrome Multifunction Printer	
2		Function	Print, Copy, Scan	
3		Hard Drive	200 GB or Higher	
4		Processor	1.0 GHz or Higher	
5		Memory	2 GB or Higher	
6		Operation Control Panel Screen	7 inch Color Touch Screen or Higher	
7		Standard Ports or Connectivity	01 USB port or Higher	
8			10Base-T/100Base-TX/1000 Base-T Ethernet or Higher	
9		Operating System Support	Microsoft Windows 10 & 11	
10			Windows Server 2019 or Latest/Higher	
11	Paper Handling	Paper Input Capacity	02 Trays of 500 Sheets each or Higher	
12		Bypass Tray input Capacity	100 Sheets or Higher	
13		Standard Output Capacity	250 Sheets or Higher	
14		Media Size	A5, A4, Letter, Legal, A3	
15		Media Types	Plain paper, Envelopes, Labels,	
16		Storage/Feeding Unit	Additional space for Supplies/Papers	
17		Trolley/Caster Table	Standard base with casters along with lockable heavy duty wheels (Original from OEM) to easily move the MFP unit on a floor standing configuration.	
18	Printing Feature	Print Technology	LED/Laser	
19		Print Speed	35 PPM or Higher	
20		First Print Out	10 second or less	
21		Print Resolution	1200 x 600 dpi or Higher	
22		Emulations	PCL5, PCL6, (Post Script or compatible)	
23	Copier Feature	Document Feeder Capacity	100 Sheets or Higher	
24		Simplex Copy Speed	35 cpm or Higher	
25		Document Size Limit Flat Bed	11 X 17 inches or Higher	

S.No.	Description	Technical Requirement	Bidders' Assessment (Yes/No)	Reference in Bid
26		Document Size Duplex ADF	11 X 17 inches or Higher	
27		Copy Resolution	600 x 600 dpi or Higher	
28		Continuous Copies	999 or Higher	
29		Copy Resize or Zoom	25% to 400 % or Higher	
30	Scanning Feature	Scanner Type	Flatbed , ADF	
31		Capability	Black & White, Color	
32		B/W & Color Scan Speed	42 ipm (Simplex) or Higher	
33			20 ipm (Duplex) or Higher	
34		Document Scan Area (Flat Bed)	11 X 17 inches or Higher	
35		Document Size Area (ADF)	11 X 17 inches or Higher	
36		Resolution	600 x 600 dpi or Higher	
37		File Formats	PDF, JPG, PDF searchable/OCR capability	
38		Scan Destinations	Scan to Email, Scan to Network/SMB	
39		Scan Driver Compatibility	TWAIN Compliant	
40	Security Features	Protocols	IPSEC	
41		Data Protection	HDD should be Encrypted along with data overwrite security service (DoSS) or equivalent	
42	Mobile Solution	Cloud Printing Capability	Apple Air Print, Google Cloud Print	
43	Print Management Capability	Hardware Capability	Quoted MFP should be compatible with latest third party Managed Print services software (OEM License Only).	

Seal & Signature of Bidder: _____

Date: _____



NBP-0085-2311080003466435

GoS-KHI-5329FF553BDAF3FC

Non-Judicial

Rs 5,251/-

Description	: Contract - 15(a)
Principal	: State Bank of Pakistan [90112091]
Contractor	: M/s O & A Business Machines Pvt Ltd [07113757]
Applicant	: Shoaib [42301-6771035-3]
Stamp Duty Paid by	: M/s O & A Business Machines Pvt Ltd [07113757]
Issue Date	: 08-Nov-2023, 12:38:28 PM
Paid Through Challan	: 20237BF9DDA3BA5C
Amount in Words	: Five Thousand Two Hundred and Fifty One Rupees Only

Please Write Below This Line

Form of Contract

THIS AGREEMENT made the 13th day of November 2023 between [SBP Banking Services Corporation] of Pakistan (hereinafter called "the Procuring Agency") of the one part and [M/s. O & A Business Machines Pvt. Ltd] of [Karachi, Pakistan] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., [Supply, Installation, Testing and Commissioning of Multifunction Photocopier] and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of [PKR. 1,500,001] [Pak rupees one million five hundred thousand and one only] (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
- k. Certificates to Contract

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)

[Handwritten Signature]

BILAL AKRAM
JOINT DIRECTOR
 Foreign Exchange Adjudication Department
 State Bank of Pakistan SBP BSC (Bank)
 Head Office, Karachi

Witness to the signatures of the Procuring Agency:

Signed, sealed, delivered by ANZAR AHMAD the DSM (for the COFA BUSINESS MACHINES (PVT) LTD Supplier)

[Handwritten Signature]



Witness to the signatures of the Supplier:

Appendix 1 - Form of Bid and Price Schedule

GSD (PROC-III) 34443 / MFP FOR FEAD/2022-23

Section VI, Standard Forms



O & A Business Machines (Pvt.) Ltd.
SINCE 1974

Form F2 – Price Schedule in PKR

Invitation No: GSD (PROC-III) 34443 / MFP FOR FEAD/2022-23
 Title: "Supply, Installation, Testing and Commissioning of Multifunction Photocopiers"
 Bidder: O & A Business Machines (Pvt.) Ltd.

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	Qty.	Unit Price		Tax		Total Amount Q x (C + T)
			C	%	(T) Amount		
1	Supply, Installation, Testing and Commissioning of Multifunction Photocopier with two years warranty	01	Rs.1,271,187/-	18%	Rs. 228,813/-		Rs. 1,500,000/-
TOTAL AMOUNT IN PKR =							Rs. 1,500,000/-

Note:

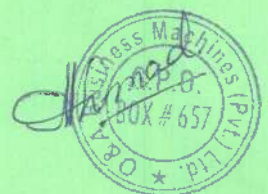
- i. Prices should be inclusive of all applicable taxes and duties.
- ii. Before filling this form kindly read the required Technical Specifications in Section V.
- iii. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.

Seal & Signature of Bidder:



Date:

14-07-2023



Appendix 2 – The Schedule of Requirement

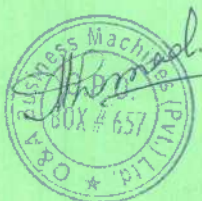
The delivery schedule expressed as days stipulates hereafter a delivery date which is the date of delivery required.

The period/week will be counted from the date of Notification of Award.

At the delivery site of the Procuring Agency, on Delivered Duty Paid (DDP) basis with insurance coverage.

Quoted on a Delivered Duty Paid (DDP) basis, inclusive of all taxes, stamps, duties, levies, fees, **inland transportation, insurance, incidental services, installation and integration charges (if any)** 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 from the port of entry to their final destination i.e. Procuring Agency's Site(s).**

Number	Description	Quantity	Delivery schedule (shipment) in days
1	Supply, Installation, Testing and Commissioning of Multifunction Photocopiers at FEAD-SBP BSC HOK	01	60 days from the date of Notification of Award





Appendix 3 – The Technical Specifications

1. Scope of Project and Requirements:

The SBP Banking Services Corporation intends to procure “Supply, Installation, Testing and Commissioning of Multifunction Photocopier” for its department at State Bank of Pakistan and SBP Banking Services Corporation.

1.1. Delivery:

Delivery will be considered accomplished when offered Multifunction Photocopier will be delivered at purchaser’s site i.e. FEAD-HOK at Bolton Market Branch – SBP BSC HOK

1.2. Installation (if any):

Installation will be considered accomplished when offered Multifunction Photocopier will be installed at purchaser’s site i.e. FEAD-HOK at Bolton Market Branch – SBP BSC HOK

1.3. Integration (if any):

Integration means that all the necessary configuration of the offered Multifunction Photocopier is according to the purchaser’s requirement and ready for the use.

1.4. Operational Acceptance (if any):

Operational Acceptance means that the offered machine has been installed, configured, integrated and operational after testing in accordance with the standard procedure provided by the OEM.

During the course of the project until the operational acceptance of the last installation is signed off, the machine should remain covered under warranty without any additional cost to the Purchaser.

1.5. Training & Documentation (if any):

The supplier will provide formal hands on training and documentation to all the relevant personnel at no additional cost to the purchaser.

Technical Specifications:

The total required quantity required of Multifunction Photocopier is 01 (One)

Sr. No.	Description	Technical Requirement
1	Type	Monochrome Multifunction Printer
2	Function	Print, Copy, Scan
3	Hard Drive	200 GB or Higher
4	Processor	1.0 GHz or Higher
5	Memory	2 GB or Higher
6	Operation Control Panel Screen	7 inch Color Touch Screen or Higher
7	Standard Ports or Connectivity	01 USB port or Higher
8	Standard Ports or Connectivity	10Base-T/100Base-TX/1000 Base-T Ethernet or Higher
9	Operating System Support	Microsoft Windows 10 & 11
10	Operating System Support	Windows Server 2019 or Latest/Higher
11	Paper Input Capacity	02 Trays of 500 Sheets each or Higher
12	Bypass Tray input Capacity	100 Sheets or Higher
13	Standard Output Capacity	250 Sheets or Higher
14	Media Size	A5, A4, Letter, Legal, A3
15	Media Types	Plain paper, Envelopes, Labels,
16	Storage/Feeding Unit	Additional space for Supplies/Papers
17	Trolley/Caster Table	Standard base with casters along with lockable heavy duty wheels (Original from OEM) to easily move the MFP unit on a floor standing configuration.
18	Print Technology	LED/Laser
19	Print Speed	35 PPM or Higher
20	First Print Out	10 second or less
21	Print Resolution	1200 x 600 dpi or Higher
22	Emulations	PCL5, PCL6, (Post Script or compatible)
23	Document Feeder Capacity	100 Sheets or Higher
24	Simplex Copy Speed	35 cpm or Higher
25	Document Size Limit Flat Bed	11 X 17 inches or Higher
26	Document Size Duplex ADF	11 X 17 inches or Higher



Sr. No.	Description	Technical Requirement
27	Copy Resolution	600 x 600 dpi or Higher
28	Continuous Copies	999 or Higher
29	Copy Resize or Zoom	25% to 400 % or Higher
30	Scanner Type	Flatbed, ADF
31	Capability	Black & White, Color
32	B/W & Color Scan Speed	42 ipm (Simplex) or Higher
33		20 ipm (Duplex) or Higher
34	Document Scan Area (Flat Bed)	11 X 17 inches or Higher
35	Document Size Area (ADF)	11 X 17 inches or Higher
36	Resolution	600 x 600 dpi or Higher
37	File Formats	PDF, JPG, PDF searchable/OCR capability
38	Scan Destinations	Scan to Email, Scan to Network/SMB
39	Scan Driver Compatibility	TWAIN Compliant
40	Protocols	IPSEC
41	Security Features	HDD should be Encrypted along with data overwrite security service (DoSS) or equivalent
42	Mobile Solution	Cloud Printing Capability Apple Air Print, Google Cloud Print
43	Print Management Capability	Hardware Capability Quoted MFP should be compatible with latest third party Managed Print services software (OEM License Only).

Implementation Schedule

Delivery, Installation, Commissioning and **Operational Acceptance** of Offered Multifunction Photocopier shall be completed within 60 Days from the date of Notification of Award issued to the successful bidder.



GENERAL CONDITIONS OF THE CONTRACT**1. Definitions**

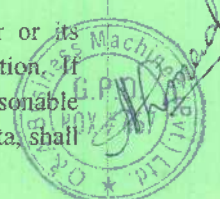
- 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- a) **“Authority”** means Public Procurement Regulatory Authority.
 - b) The **“Arbitrator”** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in 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



<p>8.1 The Supplier shall not, without the Procuring Agency's prior written consent, such as PSQCA Such standards shall be the latest issued by the concerned institution. American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards in the Technical Specifications, and, when no applicable standard is mentioned, the Goods supplied under this Contract shall conform to the standards mentioned Supplier.</p>	<p>8. Use of Contract</p>
<p>6.1 The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>	<p>7. Standards</p>
<p>1.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.</p>	<p>6. Country of Origin</p>
<p>1.1 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.</p>	<p>5. Applicable Law</p>
<p>1.1 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.</p>	<p>4. Governing Language</p>
<p>1.2 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;</p> <p>1.3 If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived 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.</p>	<p>3. Conditions Precedent</p>
<p>1.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <p>i. Submission of performance Security (or guarantee) in the form specified in the SCC;</p> <p>ii. Furnishing of Advance Payment Unconditional Guarantee.</p>	<p>2. Application and Interpretation</p>
<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> <p>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.</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(1) Form of Contract,</p> <p>(2) Special Conditions of Contract,</p> <p>(3) General Conditions of Contract,</p> <p>(4) Letter of Acceptance,</p> <p>(5) Certificate of Contract Commencement</p> <p>(6) Specifications</p> <p>(7) Contractor's Bid, and</p> <p>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</p>	<p>2. Application and Interpretation</p>
<p>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.</p> <p>x) The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p> <p>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.</p>	<p>2. Application and Interpretation</p>



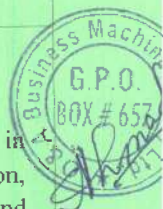
<p>Documents and Information; Inspection and Audit by Government of Pakistan</p>	<p>disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>9. Patents and Copy Rights</p>	<p>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.</p> <p>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.</p>
<p>10. Performance Security (or Guarantee)</p>	<p>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.</p> <p>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.</p> <p>10.3 The Performance Security (or Guarantee) shall be in one of the following forms</p> <ol style="list-style-type: none"> 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. <p>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.</p>
<p>11. Inspection and Testing</p>	<p>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.</p> <p>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.</p> <p>11.3 Should any inspected or tested Goods fail to conform to the Specifications, the</p>



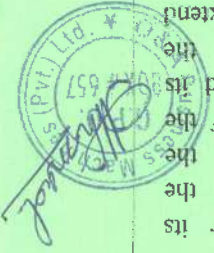
<p>11.4 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.</p> <p>11.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.</p>	
<p>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.</p> <p>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.</p>	<p>12. Packing</p>
<p>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.</p> <p>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.</p> <p>13.3 Documents to be submitted by the Supplier are specified in SCC.</p>	<p>13. Delivery and Documents</p>
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>14. Insurance</p> <p>15. Transportation</p>
<p>16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>	<p>16. Related Services</p>
<p>a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;</p> <p>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>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</p>	



	<p>service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>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.</p> <p>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.</p>
17. Spare Parts	<p>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:</p> <p>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</p> <p>b) In the event of termination of production of the spare parts:</p> <p>i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
18. Warranty / Defect Liability Period	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
19. Payment	<p>19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>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.</p>



	<p>19.3 Payments shall be made promptly by the Procuring Agency, within sixty (60) 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.</p> <p>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.</p> <p>19.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4</p>
<p>20. Prices</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>
<p>21. Change Orders</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>24.2 Subcontracts must comply with the provision of GCC Clause 5.</p>
<p>22. Contract Amendments</p>	
<p>23. Assignment</p>	
<p>24. Sub-Contracts</p>	
<p>25. Delays in the Supplier's Performance</p>	<p>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.</p> <p>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.</p>



	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: <ul style="list-style-type: none"> 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 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



	<p>action are within the power of the Party invoking Force Majeure to prevent</p> <p>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.</p>		<p>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.</p>		<p>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.</p> <p>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:</p> <p>a) To have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>		<p>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.</p> <p>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.</p>		<p>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.</p> <p>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.</p> <p>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.</p>		<p>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.</p> <p>34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,</p>		<p>34. Limitation of Liability</p> <p>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</p> <p>b) The aggregate liability of the Supplier to the Procuring Agency, whether</p>
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		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.



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(k)	The Procuring Agency is: SBP Banking Services Corporation
2.	1.1(p)	The Supplier is: <i>[M/s. O & A Business Machines Pvt. Ltd.]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: “Supply, Installation, Testing and Commissioning of Multifunction Photocopier”
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 Pakistan
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is the country from where Multifunction Photocopiers will be imported.
Performance Security (or guarantee) (GCC 10)		
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	10.4	After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier’s warranty obligations in accordance with GCC Clause 18.2.
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. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.
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 Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: (i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) delivery note, railway receipt, or truck receipt; (iii) Manufacturer's or Supplier's warranty certificate; (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes



Related Services (GCC Clause 16)		
14.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
Spare Parts (GCC Clause 17)		
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
Warranty (GCC Clause 18)		
16.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be 24 months (02 years) from date of operational acceptance of the machine. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, Or b. pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: 07 working days
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>

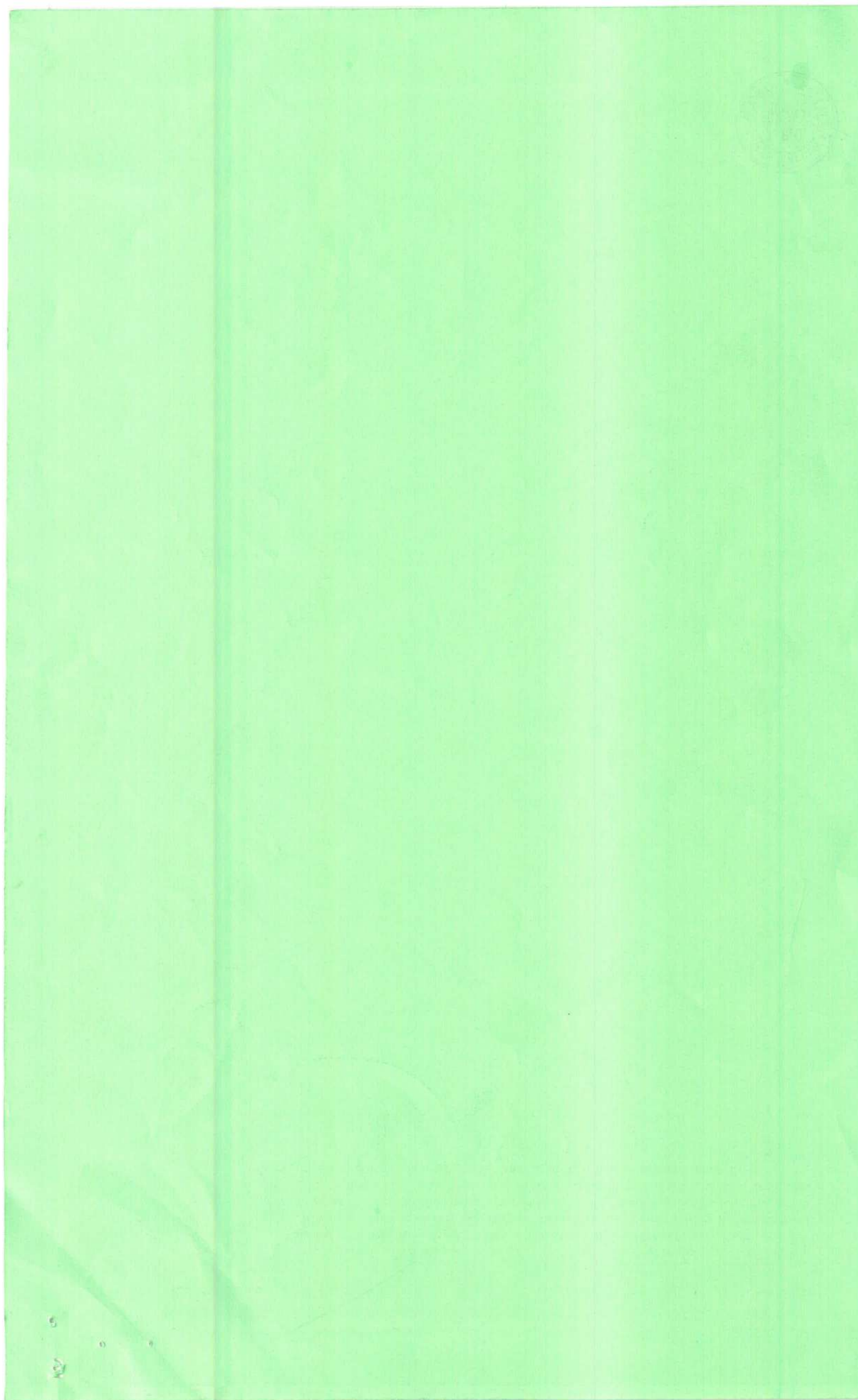




<p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11.</p> <p>(iii) On Operational Acceptance: 90% (ninety percent) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the operational acceptance certificate for the respective machine duly signed by the Procuring Agency.</p> <p>(iv) On Expiration of Warranty: Remaining 10% of the Contract Price shall be paid to the supplier after expiry of two years warranty.</p>	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be (Not Applicable)
<p>Prices (GCC Clause 20)</p>		
Prices shall be adjusted in accordance with provisions in the Attachment to SCC.	20.1	[To be inserted only if price is subject to adjustment.]
<p>Liquidated Damages (GCC Clause 26)</p>		
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.	25.1	21.
<p>Procedure for Dispute Resolution (GCC Clause 32)</p>		
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	32.5	23.
<p>Notices (GCC Clause 35)</p>		
— Procuring Agency's address for notice purposes: (to be inserted at the time of contract signing)	35.1	26.
— Supplier's address for notice purposes: (to be inserted at the time of contract signing)		

Tax & Duties (GCC Clause 36)		
27	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





Appendix 4 – Notification of Award
(to be inserted at the time of signing of contract)



STATE BANK OF PAKISTAN
SBP Banking Services Corporation
General Services Department

No. GSD (Proc-III) / 59398 / MFP for FEAD / 2023

November 3, 2023

M/s. O & A Business Machines Pvt. Ltd
1st Floor, Syed House,
I.I. Chundrigar Road, Karachi
Tel: 021-32634805

Notification of Award (Letter of Acceptance)"Supply, Installation, Testing & Commissioning of Multifunction Photocopier – FY 2022-23"

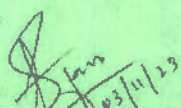
This is to notify you that your Bid dated July 14, 2023 for execution of the "Supply, Installation, Testing & Commissioning of Multifunction Photocopier" IFB No. GSD (Proc-III)/ 34443 / MFP for FEAD /2022-23 for the Contract Price of the equivalent of PKR. 1,500,001/- (Pak Rupees One million five hundred thousand and one only) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

#	Description	Brand / Model/ Country of Origin	QTY (Q) Nos.	Unit Cost (C) PKR	Applicable Tax (T) PKR	Amount Q x (C + T) PKR
A	Supply, Installation, Testing and Commissioning of Multifunction Photocopier with Two years warranty	Toshiba – E Studio 352RA	01	1,271,187	228,814	1,500,001
TOTAL BID AMOUNT = (X)						Rs. 1,500,001

We hereby confirm concerned Director-SBP BSC, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with ITB 45.1.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within twenty one (21) working days.

Regards,


Sarfaraz Shabbuddin Vadsariya
Deputy Director - GSD
Ph: 021-3311-5472

4th Floor, SBP-BSC HOUSE, I.I. Chundrigar Road, Karachi

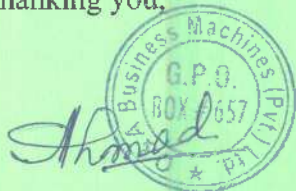
Appendix 5 – Letter of Acceptance

Dear Sir,

Kindly refer to the Contract No. GSD(Proc-III)/59398/MFP for FEAD/2023 dated: 03-11-2023.

We O&A Business Machines (Pvt.) Ltd situated at 1st Floor, Syed House I.I. Chundrigar Road, Karachi, acknowledge the receipt of the Letter of Acceptance issue to us and agree to the terms and condition laid down, there in.

Thanking you,



Anzar Ahmed
(D S M)
O&A Business Machines (Pvt.) Ltd
Cell # 0345-2008713

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: GSD (PROC-III) 59398 MFP FOR FEAD/2023 DT: 03-11-2023

Contract Value: Rs.1,500,001/-

Contract Title SUPPLY,INSTALLATION,TSTING & COMMISSIONING OF MFP FY 2022-23

Date:

[O&A Business Machines (Pvt.) Ltd] 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 **[O&A Business Machines (Pvt.) Ltd]** 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.

[O&A Business Machines (Pvt.) Ltd] 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.

[O&A Business Machines (Pvt.) Ltd] 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 **[O&A Business Machines (Pvt.) Ltd]** 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by **[O&A Business Machines (Pvt.) Ltd]** 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 (Not Applicable)

To: SBP Banking Services Corporation

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]



Appendix 8 –Form of Certificates

1. Delivery Confirmation Certificate

Date: [insert: date]
Invitation No: GSD (Proc-III)/ 34443 / MFP for FEAD /2022-23
Contract: "Supply, Installation, Testing and Commissioning of Multifunction Photocopier"

To:
[O&A Business Machines (Pvt.) Ltd]
1st Floor, Syed House,
I.I. Chundrigar Road,
Karachi

Dear Sir or Madam:

Pursuant to Contract entered into between **[O&A Business Machines (Pvt.) Ltd]** and **SBP Banking Services Corporation (SBP BSC)** (hereinafter the "Procuring Agency") dated [03-11-2023], relating to the "**Supply, Installation, Testing and Commissioning of Multifunction Photocopier**", we hereby notify you that the Goods (or parts or major component thereof) was deemed to have been delivered on the date specified below.

1. Description of the Goods (or relevant or parts or major component thereof): "**Supply, Installation, Testing and Commissioning of Multifunction Photocopier**"
2. Date of Delivery: (.....)]

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

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director FEAD or nominee thereof



2. Installation Certificate Form

Date: [insert: date]
Invitation No: GSD (Proc-III)/ 34443 / MFP for FEAD /2022-23
Contract: "Supply, Installation, Testing and Commissioning of Multifunction Photocopier"

To:
[O&A Business Machines (Pvt.) Ltd]
1st Floor, Syed House,
I.I. Chundrigar Road,
Karachi

Dear Sir or Madam:

Pursuant to Contract entered into between **[O&A Business Machines (Pvt.) Ltd]** and ***SBP Banking Services Corporation (Procuring Agency)*** dated *[03-11-2023]*, relating to the ***"Supply, Installation, Testing and Commissioning of Multifunction Photocopier"***, we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: ***"Supply, Installation, Testing and Commissioning of Multifunction Photocopier"***)
2. Date of Installation: *[.....]*

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

For and on behalf of the Procuring Agency

Signed: _____

Date: _____

in the capacity of: Director FEAD or nominee thereof



EVALUATION REPORT
(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: State Bank of Pakistan SBP BSC
2. Method of Procurement: Single Stage Two Envelope – Rule 36 (b)
3. Title of Procurement: “Supply, Installation, Testing & Commissioning of Multifunction Photocopier”
4. Tender Inquiry No.: IFB No: GSD (Proc.III) / 34443 / MFP for FEAD /2022-23
5. PPRA Ref. No. (TSE): TS514188E
6. Date & Time of Bid Closing: 14-07-2023 – 11:00AM
7. Date & Time of Bid Opening: 14-07-2023 – 11:30AM
8. No of Bids Received: 01 (One)
9. Criteria for Bid Evaluation: Compliance Based
10. Details of Bid(s) Evaluation: *Standard Bidding Documents

#	Bidder	Minimum Eligibility/ Qualification	Technical Requirement	Total Bid Amount (PKR)	Rule/ Regulation/SBD*/ Policy/ Basis for Rejection/ Acceptance as per Rule-35 of PP-Rules 2004
1	O & A Business Machines Pvt. Ltd	Eligible	Compliant	Rs. 1,500,001	Responsive and Most Advantageous Bid as per Rule 2(h) of PPR-2004

Supply, Installation, Testing and Commissioning of Multifunction Photocopiers	
Recommended Bidder to Award the Contract	M/s. O & A Business Machines Pvt. Ltd.
Amount in PKR	PKR. 1,500,001/-
Amount in words	Pak rupees one million five hundred thousand and one only inclusive of applicable taxes and other charges

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:

Official Stamp:

