



BIDDING DOCUMENTS

Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi

(National Open Competitive Bidding under Single Stage Two Envelope Procedure of
Public Procurement Rules-2004)

December 2023

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SBP Banking Services Corporation

Invitation to Bid (ITB)

ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023

SBP Banking Services Corporation invites sealed bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for **Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi** for a period of two years.

Bidding Documents containing detailed Terms & Conditions etc. may be obtained free of cost upon submission of an email request at gsd.proc2@sbp.org.pk or can be directly downloaded from SBP website at www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents including any addenda posted on the procuring agency's website, shall prevail.

A pre-bid meeting will be held on **December 07, 2023 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is given in the Bidding Documents. The prospective firms can also obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **December 18, 2023 at 11:00 AM** which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I Chundrigar Road, Karachi in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: www.sbp.org.pk & www.ppra.org.pk

Senior Joint Director
Procurement Division-II
General Services Department
4th Floor, BSC House, State Bank of Pakistan
I.I Chundrigar Road, Karachi
Tel: 021-3311-5420/5477/5963/5478
Email: gsd.proc2@sbp.org.pk

Section II: Instructions to Bidders

- A. Introduction**
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A. Introduction	
1. Scope of Bid	<p>1.1. SBP Banking Services Corporation situated at I. I. Chundrigar Road, Karachi, hereinafter called the "Bank, invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) "Single stage two envelopes procedure" of PPR-2004 for "Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/SBP BSC at Karachi" as detailed in the Bidding Documents.</p> <p>1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in BDS.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A Bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet.</p> <p>3.3. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. Each Bidder shall submit only one Bid.</p>
5. Cost of Bidding	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case will be held responsible or liable for those costs.</p>

B. Bidding Documents	
6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ol style="list-style-type: none"> i. Invitation to Bid. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms of Technical Proposal vi. Bid Evaluation Criteria vii. Forms for Financial Proposal viii. Form of Contract ix. General Conditions of Contract (GCC) x. Special Conditions of Contract (SCC) xi. Description of Services xii. Format of Security Forms <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all the requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.</p>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank 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.</p> <p>7.2. The Bank 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 Scope of Services/Technical Requirements.</p>
8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information that becomes necessary for bidding under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.</p> <p>8.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on SBP website at www.sbp.org.pk. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>8.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p>

C. Preparation of Bids	
9. Language of Bid	9.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Bank shall be written in English or Urdu. 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 passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
10. Documents Comprising the Bid	10.1. The bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> i. Forms for Technical Bid under Section III. ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV. iii. Forms for Financial Bid under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page/sheet. v. Bid Security in original vi. Authorization in accordance with the Clause 15 of ITB. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
11. Bid Prices	11.1. The Contract shall be for the Services, as described in the Appendix A of the contract. 11.2. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/included in the bid price. 11.4. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) and/or Special Conditions of Contract (SCC).
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Bank would be in Pak Rupees.
13. Bid Validity	13.1. Bids shall remain valid for the period specified in the BDS . 13.2. In exceptional circumstances, the Bank may request the bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. 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 14 in all respects.
14. Bid Security	14.1. The bid security shall be denominated in the currency of the bid: <ul style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank ;

C. Preparation of Bids	
	<ul style="list-style-type: none"> ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission; iii. be payable promptly upon written demand by the Bank; iv. be submitted in its original form; copies will not be accepted; v. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 13.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the request to release the bid security. viii. the most advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee. ix. the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of Bank. <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. in the case of a most advantageous Bidder, if the Bidder fails to sign the contract under ITB Clause 30 or fails to provide Performance Guarantee.
15. Format and Signing of Bid	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. 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.</p> <p>15.3. 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.</p>

D. Submission of Bids	
16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].”</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
18. Late Bids	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of such modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid may be modified after the deadline for submission of bids.</p> <p>19.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in forfeiture of bid security of such Bidder.</p>

E. Bid Opening and Evaluation	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, 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.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
21. The process to be Confidential	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract</p>
22. Clarification of Bids	<p>22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.</p>
23. Preliminary Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security has been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> 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; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon</p>

E. Bid Opening and Evaluation	
	the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary examination under ITB Clause 23, shall be examined in detail.</p> <p>25.2. The Bank will evaluate and compare only the bids previously determined to be substantially responsive as defined under Rule 2(1)(h)(i) of PPR-2004 and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of 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, Bank 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:</p> <ul style="list-style-type: none"> i. Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof. ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening. <p>25.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p> <p>25.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p>
26. Contacting the Bank	<p>26.1. Subject to Clause 22 of ITB heretofore, no Bidder shall contact the Bank on any matter related to its Bid from the time of Bid opening to the time, the bid evaluation results are announced by Bank. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> i. Technical Evaluation Report/Results would be posted for seven (7) days on State Bank of Pakistan's website/shared with participating Bidders. ii. Financial/Final Evaluation Report would be posted on PPRA and SBP websites for fifteen (15) days. <p>26.2. Any Bidder feeling aggrieved by any act of Bank may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.</p>

F. Award of Contract	
27. Award Criteria	27.1. 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. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. Bank 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 Bank will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the Bidders.
29. Bank's Right to Vary Scope of Services at Time of Award	29.1. The Bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004 .
30. Notification of Award and Signing of Contract	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of Award will constitute the formation of the Contract.</p> <p>30.3. Upon the most advantageous Bidder's furnishing of the Performance Guarantee according to ITB Clause 32.1, the Bank will discharge its bid security.</p> <p>30.4. Most advantageous bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within fifteen (15) days.</p>
31. Disqualification Prior to Contract Signing	31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
32. Performance Guarantee	<p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations;

F. Award of Contract	
	<ul style="list-style-type: none"> ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. violates any law(s) during execution of Contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	33.1. The Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract (SCC).
34. Grievances Redressal	34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004 . The details of GRC is given on the PPRA website: www.ppra.org.pk .
35. Code of Conduct	<p>35.1. It is the Bank'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 Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p><i>“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-</i></p> <ul style="list-style-type: none"> i. <i>“coercive practices”</i> 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; ii. <i>“collusive practices”</i> 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. <i>“corrupt practices”</i> 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. <i>“fraudulent practices”</i> 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. <i>“obstructive practices”</i> 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;” <p>35.2. Under Rule 19 of PPR-2004, the Bank 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 Public Procurement Regulatory Authority (PPRA).</p> <p>35.3. Under Rule 19 of PPR-2004, the following mechanism and manner for permanently or temporarily barring, from</p>

F. Award of Contract

participating in their respective procurement proceedings will be followed as per the guidance of Bank management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • 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 Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.

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.

35.4. 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 Bank, and the bidder shall be solely responsible for seeing that a proper receipt is provided.

35.5. Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI (Appendix J)** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.

35.6. Bank's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank'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 Bank, or that may reasonably be perceived as having this effect. Failure to disclose said

F. Award of Contract	
	<p>situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.</p> <p>35.7. 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:</p> <ol style="list-style-type: none"> i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, 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 Bank's staff who is directly or indirectly involved in any part of <ol style="list-style-type: none"> 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 Bank. iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.
37. Beneficial Ownership Information	37.1. For Services/works worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall:

F. Award of Contract	
	<ul style="list-style-type: none">i. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004,ii. Reject the bid of the said company.

G. Bid Data Sheet

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

ITB Clause	Description														
1.1	<ul style="list-style-type: none"> • Procurement Title: <i>Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi</i> • Reference Number: <i>ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004</i> 														
2.7 & 3.2	<p>The mandatory eligibility/qualification criteria is as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Sr. #</th> <th style="text-align: center;">Evaluation Parameter</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td> <td>Bidder must be registered with Income Tax Department and must appear on active taxpayer list of FBR.</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>Bidder must be registered with Sindh Sales Tax Department.</td> </tr> <tr> <td style="text-align: center;">iii.</td> <td>The bidders should have experience of providing firefighting maintenance services to at least 2 verifiable private or Govt. institutions.</td> </tr> <tr> <td style="text-align: center;">iv.</td> <td>The bidders should have a valid license issued by Pakistan Engineering Council under Category ME-02.</td> </tr> <tr> <td style="text-align: center;">v.</td> <td>Bidder must have Annual Sales volume/Gross Turnover of at least PKR 05 M in any year during last 05 (five) years.</td> </tr> <tr> <td style="text-align: center;">vi.</td> <td>The bidding company/firm should have never been blacklisted or debarred by any organization on account of services related issues and is not in the sanctioned list of NACTA (National Counter Terrorism Authority)</td> </tr> </tbody> </table>	Sr. #	Evaluation Parameter	i.	Bidder must be registered with Income Tax Department and must appear on active taxpayer list of FBR.	ii.	Bidder must be registered with Sindh Sales Tax Department.	iii.	The bidders should have experience of providing firefighting maintenance services to at least 2 verifiable private or Govt. institutions.	iv.	The bidders should have a valid license issued by Pakistan Engineering Council under Category ME-02.	v.	Bidder must have Annual Sales volume/Gross Turnover of at least PKR 05 M in any year during last 05 (five) years.	vi.	The bidding company/firm should have never been blacklisted or debarred by any organization on account of services related issues and is not in the sanctioned list of NACTA (National Counter Terrorism Authority)
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7.2	<ul style="list-style-type: none"> • A Pre-Bid meeting will be held on December 07, 2023 at 11:00 AM via Zoom Application. Bidders are encouraged to attend the meeting using the following details; • Meeting Link: https://us04web.zoom.us/j/77084616077?pwd=U5yblbUfhXTaspmCG4TjHNPix9QR0y.1 • Meeting ID: 770 8461 6077 • Passcode: SBP@2023 • In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk. 														
11.4	<ul style="list-style-type: none"> • The Contract is NOT subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price, would be equally 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 indirect tax or duty, the contract price would be adjusted accordingly. 														

ITB Clause	Description
13.1	<ul style="list-style-type: none"> The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids.
14.1	<ul style="list-style-type: none"> Bid Security of Rs.600,000/- in favor of SBP BSC shall be enclosed along with the Technical Bid. Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)
3.1 & 16.1	<ul style="list-style-type: none"> The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL Proposal” and “ORIGINAL FINANCIAL Proposal” in bold letters. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]. The content of the Technical and Financial Proposal is mentioned in BDS. <u>Following should be the contents of the Technical Proposal Envelope:</u> <ol style="list-style-type: none"> Form I of Section III – Authorization Form for Bidder’s Representative Form II of Section III – Technical Bid Submission Form Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order Form IV of Section III – Technical Compliance Form Form V of Section III – Undertaking Form VI – List of Assignments Form VII – List of Technical Resources All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <u>Following should be the contents of the Financial Proposal Envelope:</u> <ol style="list-style-type: none"> Form-I of Section V – Financial Bid Submission Form Form-II of Section V – Price Schedule <u>Important Note:</u> <ol style="list-style-type: none"> The above-mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. All participating bidders are required to submit a scanned copy of the submitted Original Technical Bid Only after the opening of the Financial Bid at gsd.proc2@sbp.org.pk.
17	<ul style="list-style-type: none"> The Bank’s address for Bid submission is <p style="text-align: center;"> Senior Joint Director Procurement Division-II General Services Department 4th Floor, BSC House, State Bank ofPakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5420/5477/5963/5478 Email: gsd.proc2@sbp.org.pk </p> The Bank will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation.

ITB Clause	Description
	<ul style="list-style-type: none"> The deadline for submission of bids shall be <u>December 18, 2023 at 11:00 AM</u> (PST).
20	<ul style="list-style-type: none"> Bids will be opened on <u>December 18, 2023 at 11:30 AM</u> (PST) at the following address: Learning Resource Centre/Heritage Meeting Rooms, State Bank of Pakistan, I. I. Chundrigar Road, Karachi
23	<ul style="list-style-type: none"> Bidders have to submit COMPLETE BIDS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.
26.1	<ul style="list-style-type: none"> Email Address for Queries <gsd.proc2@sbp.org.pk>
29.1	<ul style="list-style-type: none"> Fifteen percent (15%) increase or decrease of scope of services.
32.1	<ul style="list-style-type: none"> The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it must remain valid 28 days beyond the expiry date of the contract.
34.1	<ul style="list-style-type: none"> The address of Grievance Committee is; Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I. Chundrigar Road, Karachi

Section III: Forms for Technical Bid

1. **Form I – Authorization Form for Bidder’s Representative**
2. **Form II – Technical Bid Submission Form**
3. **Form III – Bank Guarantee Form for Bid Security**
4. **Form IV – Technical Compliance Form**
5. **Form V – Affidavit for Bidder’s Blacklisting Status**
6. **Form VI – Declaration of Beneficial Owners’ Information**

Note: All pages of the original Technical and Financial Proposals shall be initialed by the same authorized representative of the bidders who signs the Proposal.

Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Authorization Form for Bidder's Representative)

Date: _____

IFB No: ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023
Title: Procurement of Maintenance Services for Fire Fighting System Installed at
Different Locations of SBP/ SBP BSC at Karachi

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:	_____
Date:	_____

Form II

(ON SERVICE PROVIDER'S LETTERHEAD)

(Technical Bid Submission Form)

Date: _____

To:

Director
General Services Department
SBP Banking Services Corporation (HOK)
4th Floor BSC House, I. I. Chundrigar Road,
Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then 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 Most Advantageous or any bid you may receive.

Dated this _____ day of _____ 2023__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Over Stamp Paper

(Bank Guarantee Form for Bid Security)

(Bank Guarantee/ Not to be followed in case of Pay Order/Bank Draft/CDR)

Guarantee No. _____

Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Service Provider) with address: _____

Penal Sum of Guarantee (express in words and figures) _____

Bid Reference No. ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023

Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the SBP Banking Services Corporation, (hereinafter referred to as "SBP BSC") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for the **Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi** to SBP BSC; and

WHEREAS, SBP BSC has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to SBP BSC, conditioned as under:

- (1) That the Bid Security shall remain valid for a period of **twenty-eight (28) days** beyond the period of validity of the bid;
- (2) That in the event;
 - (a) The Principal withdraws his Bid during the period of validity of Bid, or
 - (b) The Principal does not accept the correction of his Bid Price, or
 - (c) Failure of the most advantageous Bidder to
 - (i) Furnish the required Performance Guarantee, or
 - (ii) Sign the proposed Contract,

The entire sum be paid immediately to the said SBP BSC for delayed completion and not as penalty for the most advantageous Bidder's failure to perform.

NOW THEREFORE, if the most advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within **fifteen (15) days** of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said SBP BSC for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect. PROVIDED THAT the Guarantor shall forthwith pay to SBP BSC the said sum stated above upon first written demand of SBP BSC without cavil or argument and without requiring SBP BSC to prove or to show grounds or reasons for such demand, notice of which shall be sent by SBP BSC by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance

Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from SBP BSC forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Form IV

Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in Appendix A "Description of the Services / Performance Specifications/ Terms of Reference."	
2	All the stated Terms and Conditions of the Contract.	
3	The Bid is unconditional.	

Seal and Signature of Bidder: _____

General Note

- *The Minimum Eligibility/Technical Compliance will be evaluated by determining compliance against the minimum eligibility/qualification/evaluation criteria. The Financial Proposal of the only technically compliant bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*
- *The bid found to be the Most Advantageous i.e. having qualified the minimum eligibility/qualification criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*

(Over Stamp Paper)

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

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 or Performance Guarantee, as the case may be, and termination of contract.

Seal & Signature of Bidder: _____

Date: _____

Form VI

(ON SERVICE PROVIDER'S LETTERHEAD)

Declaration of Beneficial Owners' Information

Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

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, the following additional particulars are 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

Information about the Board of Directors (details shall be provided regarding the 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 (In Block 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)							

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

Name of the Bidder: [insert complete name of the participating Entity]

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

Section IV: Minimum Eligibility/Qualification Criteria

The mandatory eligibility/qualification criteria is as follows:

Sr. No.	Minimum Eligibility/ Qualification Criteria	Means of Verification
1	Bidder must be registered with Income Tax Department and must appear on active taxpayer list of FBR.	Attach copies of NTN / Registration Certificate/s
2	Bidder must be registered with Sindh Sales Tax Department.	Attach copy of valid Provincial Tax Registration Certificate/SST certificate.
3	The bidders should have experience of providing firefighting maintenance services to at least 2 verifiable private or Govt. institutions.	Attach copy of Purchase Orders/Contracts/Agreements/Project Completion Certificate with contact details of the organization.
4	The bidders should have a valid license issued by Pakistan Engineering Council under Category ME-02.	Valid Registration Certificate/s of PEC
5	Bidder must have Annual Sales volume/Gross Turnover of at least PKR 5 M in any year during last 05 (five) years.	Copy of Audited Financial Statement/details of Tax Return or any other suitable evidence
6	The bidder must provide an undertaking that it has never been blacklisted or debarred by any organization, nor in litigation with any client and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on stamp paper (As per Form-V of Section III – duly filled in and signed).

Seal and Signature of Bidder: _____

Section V: Forms for Financial Bid

- 1. Form I – Financial Bid Submission Form**
- 2. Form II – Price Schedule**

Form I

(ON SERVICE PROVIDER'S LETTERHEAD)

(Financial Bid Submission Form)

Date: _____

To:

Director
General Services Department
SBP Banking Services Corporation (HOK)
4th Floor BSC House, I. I. Chundrigar Road,
Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then 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 Most Advantageous or any bid you may receive.

Dated this _____ day of _____ 2023__.

[Seal & signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form-II

(ON SERVICE PROVIDER'S LETTERHEAD)

Price Schedule

Name of Bidder _____

Reference Number: ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023

Description	Total No.	First Year			Second Year			Total Amount for two years (inclusive of applicable tax(es) (Rs.) =Y1+Y2
		Monthly charges (Rs.)	Applicable Taxes (Rs.)	Total Amount for 1st Year 12*Qx(R1+T1) (Rs.)	Monthly charges (Rs.)	Applicable Taxes (Rs.)	Total Amount for 2nd Year 12*Qx (R2+T2) (Rs.)	
		Q	R1	T1	Y1	R2	T2	
1. Fire Alarm System	09							
2. All Type of extinguishers	600							
3. Fire Hydrants(10), Hoses and Nozzles(30)	40							
4. Smoke and Heat Detectors	1100							
5. FM 200 Auto Systems (06 panels)	06							
6. NOVEC-1230	02							
7. Water & Sand buckets	64							
Total amount:								

Note:

- 1- Above rates will remain valid for entire period of the contract.
- 2- The quoted cost must include all the charges of maintenance and support service, charges for fire points services, repairs, parts replacement charges, labor charges etc. as per applicable laws including the overheads considering the details given in scope of work /description of services. No payment other than above charges will be made on any ground.
- 3- In case of addition or deletion of any asset, the service provider will be paid proportionately at the same rate.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Section VI: Form of Contract

(Payment of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Most advantageous Bidder)

CONTRACT FOR SERVICES

Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi

Between

(SBP Banking Services Corporation)

and

(Name of the Service Provider)

DD-MM-YYYY

Form of Contract

THIS CONTRACT (hereinafter called the “**Contract**”) is made on the _____ day of the month of _____, 2023, by and between, SBP Banking Services Corporation, having its principal place of business at I.I Chundrigar Road, Karachi, (Hereinafter referred to as “**The Client**” which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

AND

M/s _____, incorporated/registered under the applicable laws in Pakistan, having its principal office at _____. (Hereinafter called “**The Service Provider**”, which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf of the other Part

(THE CLIENT and THE SERVICE PROVIDER are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS,

- a) The Client is desirous of Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi for which purpose the Bank issued an Invitation for Bid ITB No. GSD (Proc. II)/Maintenance of Firefighting System/62999/2023 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).
- b) the Service Provider submitted its bid in response to the Client’s Instruction to Bidder (ITB) and the bid of the Service Provider has been accepted by the Client, where after, the Client has offered to the Service Provider to perform the services as per this contract.
- c) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:
 - Appendix A: Description of the Services, Performance Specification & Terms of Reference
 - Appendix B: Services and Facilities Provided by the Client
 - Appendix C: Focal Persons
 - Appendix D— Breakdown of the Contract Price
 - Appendix E— Schedule of Payments
 - Appendix F— Price Schedule
 - Appendix G— Notification of Award
 - Appendix H — Letter of Acceptance
 - Appendix I— Performance Guarantee
 - Appendix J— Integrity Pact

2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:

- a) The Service Provider shall carry out the Services only through its regular/contracted employees, hereinafter referred to as 'The Service Provider's employee (s)' in accordance with the provisions of the Contract; and
- b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.

3. The Service Provider shall provide the Services during the period commencing **dd-mm-yyyy** and continuing through **dd-mm-yyyy** or any other period as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on Behalf of SBP Banking Services Corporation	For and on behalf of the Service Provider
<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>	<i>[Authorized Representative] (Name, Designation, Official Stamp and signature)</i>
Witness 1	Witness 1
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____
Witness 2	Witness 2
Name: _____ CNIC# _____ Signature: _____	Name: _____ CNIC# _____ Signature: _____

A. General Conditions of Contract (GCC)

1. General Provisions	
1.1. Definitions	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “Bid” means the tender or offer submitted by the Bidder in response to Invitation to Bid published by the Client c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Bank d) “Day” means a Gregorian calendar day unless indicated otherwise. e) “GCC” means these General Conditions of Contract; f) “Government” means the Government of the Islamic Republic of Pakistan; g) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; h) “Performance Specifications” means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client. i) “Services” means the work to be performed by the Service Provider under this Contract, as described in Appendix A hereto. j) “Service Provider’s Bid” means the completed Bidding Documents submitted by the Service Provider to the Client k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.

1. General Provisions	
1.7. Inspection and Audit by the Client	1.7.1. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws.	<p>1.8.1. The Service Provider shall pay its own and its employees' taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p>1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
1.9. Relationship of Parties	1.9.1. Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC .
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. <u>Definition</u></p> <p>For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party</p>

2. Commencement, Completion, Modification, and Termination of Contract	
	<p>may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. <u>No Breach of Contract</u></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ul style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. <u>Extension of Time</u></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
2.6. Termination	<p>2.6.1. <u>By the Client</u></p> <p>The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. e) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under Sub-Clause 3.11.1 and the SCC; g) if the Bank, in its sole discretion, decides to terminate this Contract. <p>2.6.2. <u>By the Service Provider</u></p>

2. Commencement, Completion, Modification, and Termination of Contract	
	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:</p> <p>a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. Payment upon Termination</p> <p>Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p> <p>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service Provider before the effective date of termination;</p> <p>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p>

3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>

3. Obligations of the Service Provider	
3.2. Indemnity	<p>3.2.1. The service provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></p> <p>Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract, The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u></p> <p>The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>3.3.3. <u>Prohibition of Conflicting Activities</u></p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract; b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Client may reject its bid and/or terminate the contract.</p>
3.5. Contractual Liability Insurance to be	<p>3.5.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the</p>

3. Obligations of the Service Provider	
taken out by the Service Providers	<p>course of this contract with the Client, and shall indemnify and keep indemnified the Client, at all times against any such loss, claim, damage, and charge. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas the Client will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify the Client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client's claim within the aforesaid period shall authorize the Client to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case the Client fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p>3.5.2. The Service Provider at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.6. Service Providers' Actions Requiring Bank's Prior Approval	<p>3.6.1. The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee(s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client.</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p>

3. Obligations of the Service Provider	
	<p>3.8.2. The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met, and accordingly indemnify Client against any claims with regards to the above.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the Client the reports and documents specified in Appendix A as and when required by the Client.
3.10. Documents Prepared by the Service Providers to Be the Property of the Bank	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Client, and the Service Provider shall, upon request from the Client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.
3.11. Liquidated Damages	<p>3.11.1. <u>Payments of Liquidated Damages</u></p> <p>The Service Provider shall pay liquidated damages to the Client as stated below:</p> <p>a) Maintenance services related to equipment: The duration for which the equipment remained unserviceable or not available to user in operational state is to be deducted at the pro rata basis.</p> <p>b) Operational Services: The supplier/vendor could not attend the operational services through his deployed staff for the contracted purpose. The operational services should be charged at the rate of 0.5 % of the contracted amount on daily basis. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>3.11.2. <u>Correction for Over-payment</u></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>3.11.3. <u>Lack of performance penalty</u></p> <p>If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider as specified in SCC.</p>
3.12. Performance Guarantee	3.12.1. The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a commercial bank acceptable to the Client and denominated in the currency in

3. Obligations of the Service Provider	
	<p>which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p>3.12.2. The Performance guarantee may be forfeited if a Bidder:</p> <ul style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Client as a result of arbitration; or iii. Violates any law(s) during execution of contract. iv. fails to start the execution of services or stop providing services without prior approval of the Client.

4. Service Provider's Team	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described in Appendix A.

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall provide the Service Provider with information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 , as the case may be.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities listed under Appendix B.
5.4. Assistance	5.4.1. No assistance regarding any type of regulatory exemption related to contract execution will be provided by the Client.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3.
6.2. Contract Price Ceiling	6.2.1. The price/rates payable are set forth in the SCC.
6.3. Payment for Additional Services	6.3.1. To determine the payment due for additional services as may be agreed under Clause 2.4 , a breakdown of the agreed contract price is provided in Appendix D.

6. Payments to the Service Provider	
6.4. Terms and Conditions of Payment	6.4.1. Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards.
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. The Client shall give notice to the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as Deficiency remains to be corrected.</p> <p>7.2.2. Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client's notice.</p> <p>7.2.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Client's notice, the Client will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 3.11</p>

8. Resolution of Disputes	
8.1. Arbitration	8.1.1. 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 arbitration under the Arbitration Act, 1940 .

9. Corrupt and Fraudulent Practices	
9.1. Corrupt & Fraudulent Practices	<p>9.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> <i>i. "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i> <i>ii. "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;</i> <i>iii. "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;</i> <i>iv. "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;</i>

9. Corrupt and Fraudulent Practices										
	<p>v. <i>“fraudulent practices”</i> 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</p> <p>vi. <i>“obstructive practices”</i> 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;”</p>									
9.2. Penalties	<p>9.2.1. The Client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>9.2.2. The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client’s contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>9.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p>									
9.3. Mechanism Blacklisting and cross-debarring	<p>9.3.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Nature of Offense/Fault</th> <th style="text-align: center;">Means of Verification</th> <th style="text-align: center;">Action By Committee</th> </tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td> <td> <ul style="list-style-type: none"> • Results of Bid 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 Service Provider. </td> <td>Blacklisted and cross-debarred for the period up to 10 years.</td> </tr> <tr> <td>Performance Deficiencies</td> <td> <ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance </td> <td>Blacklisted and cross-debarred for the period up to 03 years.</td> </tr> </tbody> </table>	Nature of Offense/Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid 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 Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.	Performance Deficiencies	<ul style="list-style-type: none"> • Documented evidence in form of consistent performance deficiencies and notices of performance 	Blacklisted and cross-debarred for the period up to 03 years.
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9. Corrupt and Fraudulent Practices		
		deficiencies not suitably responded to or defended by Service Provider.
	<p>9.3.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.</p> <p>9.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.</p> <p>9.3.4. Under Rule 7 of PPR 2004, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section 6 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.</p>	
9.4. Beneficial Ownership information	<p>9.4.1. For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, SBP BSC shall:</p> <ul style="list-style-type: none"> i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company. 	

B. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Client:</p> <p align="center">Director IBSD Internal Bank Security Department 4th Floor, BSC House, SBP Banking Services Corporation I.I Chundrigar Road, Karachi Tel: 021-3311-**** Email: <u>*****</u></p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client (Nominee of the Client)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____ <p>For the Service Provider (Nominee of the Service Provider)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____
2.2	The Starting Date for the commencement of Services is <u>dd-mm-yyyy.</u>
2.3	The Intended Completion Date is <u>dd-mm-yyyy.</u>
3.4	The Service provider while rendering the required services shall not release any information acquired from the Client due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Client shall not be taken out of the assigned workspace.
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A.
3.11.1	The Service Provider shall pay liquidated damages to the Client as stated below: a) Maintenance services related to equipment: The duration for which the equipment remained unserviceable or not available to user in operational sate is to be deducted at the pro rata basis.

	b) Operational Services: The supplier/vendor could not attend the operational services through his deployed staff for the contracted purpose. The operational services should be charged at the rate of 0.5 % of the contracted amount on daily basis. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.12	The amount of performance guarantee is 5% of the total contract amount, which should remain valid 28 days beyond the expiry date of the contract.
5.2	Prices/Rates payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect 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.
6.2	The amount is [insert amount in PKR].
6.4	Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by Concerned Designated Client's Official/s on <u>quarterly basis</u> . Furthermore, payments of routine services will be made to the service provider against the total number of functional machines only.

Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B** — Services and Facilities Provided by the Client
- **Appendix C** — Focal Persons
- **Appendix D** — Breakdown of the Contract Price
- **Appendix E** — Schedule of Payments
- **Appendix F** — Price Schedule
- **Appendix G** — Notification of Award
- **Appendix H** — Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact

(Description of the Services, Performance Specifications & Terms of Reference)

A. General Description of Services & Guidelines

1. The Service Provider has to carry out maintenance services for *Fire Alarm System, Fire Extinguishers (All types) Fire Hydrants, Hoses and Nozzles, Smoke & Heat Detectors, Fire Detection Panels, FM-200 Auto System (Six Panels), and NOVEC-1230 (Two)* installed at following locations;
 - a. Bank House
 - b. Bolton Market Building
 - c. BSC House
 - d. Civic Centre
 - e. Day Care Centre
 - f. Deputy Governors' Residences
 - g. Governor's Residence
 - h. KDA Scheme
 - i. Learning Resource Center
 - j. Museum & Art Gallery,
 - k. SBP's Main Building
2. The service provider shall execute operational maintenance services 24x7 at **Two (02) Firefighting points** at HOK premises. For this purpose, the service provider shall arrange necessary equipment and tools to ensure support for fault recovery on regular basis. The service provide shall ensure compliance with security protocol of the Client. Further, the service provider shall be under obligation to provide comprehensive support in professional manners, as and when required or in case of emergencies, including weekends and holidays.
3. The service provider shall provide a detailed plan regarding the availability of operational maintenance services 24x7 at firefighting points in addition to a backup plan at HOK Complex.
4. Moreover, the service provider shall furnish the service execution methodology to carry out periodic (on weekly basis) maintenance activities at different sites mentioned at Sr.# 1 to meet the Client's requirements promptly and most efficiently within two weeks of signing the contract.
5. The Service Provider shall provide, with due care, diligence and attention, the technical support services to the satisfaction of the Client in professional manner in compliance with guidelines/Standards/Codes of NFPA (National Fire Protection Association).
6. The service provider shall provide support services to operationalize and maintain the hardware as well as software, as per the required maintenance agreement. The service provider shall also replace, restore, re-install and reconfigure any failed hardware/software/both components to recover/restore normal operational status within a reasonable period, as and when required, at no additional cost.
7. The Client shall not reimburse any expenses to the service provider/its representative thereof, related to commutation to/from the sites mentioned at Sr.#1 for delivering services. It shall be the sole responsibility of the service provider to arrange transport services at its own cost for delivering all kinds of services under this agreement.
8. It would be incumbent on the service provider to maintain the cleanliness of the firefighting equipment, all time.
9. Parts and spares, if required, may be provided by the Client. However, in case of purchase of the parts & spares by the service provider, only the cost for these parts/spares would be borne by the Client. Approval to this effect shall be required to be obtained before such

purchase. Payment to the service provider shall be made only on the "**Satisfactory Work Certificate**" duly signed by the Director IBSD or his authorized staff.

10. The service provider is required to maintain bio-metric record of operational maintenance services 24x7 at user site to verify the availability of services.

B. Reporting Obligations of the Service Provider

1. The representative of the Service Provider shall carry out functions in consultation with fire and safety officer/designated staff of IBSD.
2. The Service Provider must submit maintenance reports of all related safety equipment installed at various sites mentioned at Sr.# 1 of TORs on daily basis to Fire and Safety Officer /designated staff of IBSD without fail.
3. The Service Provider shall immediately inform the Fire & Safety officer/ designated representative of IBSD regarding any incident of defect(s) and reflect the same in the Log Book.
4. The service provider shall diligently maintain the separate Preventive Maintenance Log Books on daily basis for each site mentioned at Sr.# 1. All logbooks would be checked/verified by the authorized representative(s) of IBSD before the release of payment.
5. The contractor has to bear the cost of all stationary, telephone, etc. required for proper execution and maintenance of record for the work.
6. The service provider must submit a **Statement of Operational Status** of the entire firefighting equipment on monthly basis along with the sales tax invoice.
7. The Service Provider must develop a Planned Maintenance Schedule (PMS) of all firefighting systems/equipment installed at the HOK complex and provide its weekly /monthly status to the Fire and Safety Officer /designated staff of IBSD.

C. Emergency Telephone No.

The Contractor shall provide an Emergency Telephone Number for normal and odd hours operations to provide backup support.

D. Maintenance Procedure for Fire Detection & Alarm System

The maintenance of the Fire Detection & Alarm System shall be carried out as per NFPA guidelines that shall include, but not limited to the followings:

a. Scope of Work

- i. The Fire Alarm and Control Panel shall be examined and tested. The test and overall procedure shall be as follows: -
 - All External circuits shall be Isolated.
 - All zones shall be tested for correct alarm mode operation.
 - All fault indicators shall be checked in the following manner.
 - Disconnect one alarm line from each zone to ensure correct indication.
 - Disconnect 220 volts main supply to the charger from main failure indication.
 - Disconnect standby battery leads to check battery failure indication.
 - Test supplies failure by disconnecting the DC supply.
 - Check reset the alarm by triggering each zone to alarm condition and resetting it thereafter.
 - Test the general evacuate alarm.
 - Check that all the bell-isolation switches operate.
 - Carry out testing & inspection procedure for battery & charging equipment.
 - Test the battery voltage with the charger disconnected.
 - Test the charger output with the battery disconnected.
 - Ensure that the entire Terminal is tight and well greased.

- Test lamp indicator to check the function of all LEDs.
 - All parts shall be inspected and cleaned.
- ii. All manual Call Points alarm bells shall be examined and tested.
- iii. The Service Provider shall ensure employing visual check that all smoke detectors are secured and undamaged. Smoke Detector sensitivity shall be checked for its proper function.
- iv. Lock-off controls, lamp indicator units, relays, etc. shall be examined and tested on regular basis.
- v. A detailed examination shall be carried out to ensure that all electrical connections are safe and in working order.
- vi. All types of Fire extinguishing chemical (Gas) Cylinder to be examined and pressure to be checked for any leak etc. on regular basis.
- vii. The service provider is responsible to check all fire fighting-related equipment and resolve faults immediately.
- viii. The service provider shall submit all incidents' reports preferably in writing or through e-mail.
- ix. Any incident behavior/suspicious activities of the Service Provider resources shall be viewed seriously and may invoke levy of suitable penalty on the Service Provider.
- x. The Service Provider shall submit a list of its resources with complete details including copies of CNIC etc. before visiting any of the Client's premises.
- xi. All kinds of charges on account of wages, overtime, remunerations, compensations, social benefits, insurance coverage, etc. shall be included in the bid by the service provider in connection with execute of the required services. The Service Provider shall not be entitled to any additional payment on any grounds whatsoever. In case of any disruption in work, services, assignments due to non-payment of any dues, charges, salaries, overtime, compensations whatsoever to the Service Provider's to its resources, the Client reserves right to impose a suitable penalty on the Service Provider which shall be decided by IBSD on merit.
- xii. The Client reserves the right for non-acceptance of poor quality services and accordingly the service provider shall make necessary changes in consultation with Client's representative. No claim shall be entertained on account of any such incident.
- xiii. The Service Provider shall be solely responsible for all injury to its resources and for all damages caused to the building/ any location of the Client and other properties that may occur due to negligence, carelessness, accidental, or any other reason whatsoever. The Service Provider must obtain comprehensive insurance coverage for its resources to keep them ever safe from all kinds of injuries etc.
- xiv. The contractor is required to arrange telecommunication connectivity (at least One Contact Number) for its resources round the clock to contact him as and when needed.
- xv. The service provider shall be solely responsible for the credentials /acts of its resources.
- xvi. The service provider shall guide security personnel of Client for extinguishing a fire at the time of the actual fire and prepare a periodic training schedule for employees of SBP Buildings on each floor.
- xvii. The Service Provider shall respond to provide PPEs (Personal Protective Equipments), initiate, and maintain a safety management program to protect its resources from hazards through procedures, practices and regular inspection of the work area, material equipment, information and training necessary for safe work performance. The Client shall not be responsible for any unforeseen situation during operation and maintenance during the contract.

- xviii. All maintenance material (Paint, Brush, Glue, Scotch Tape, Stickers, Emergency key box mirrors etc.) shall be arranged by the service provider, as and when required, as a part of the contract. The Client shall make no extra payment.
- xix. The service provider shall make available the tool as follows for entire period of the contract and no additional charges shall be paid in this regard.

Tools List	
1. Double open end spanners size from 6-22 set of 8pcs	2. One medium Pipe wrench
3. Red Screwdriver sets of 7pcs	4. One Beaten wire cutter
5. Three masculine screwdrivers	6. Two Pieces of long handle screwdrivers
7. One fire axe	8. Two hammers
9. One medium-size Plier	10. AVO Meter
11. One 100 Feet Measurement Tape	12. Handheld Blower Machine
13. One Nose Plier	14. Ladder
15. One small Wrench	

b. Major Repairs

- i. All major repairs/replacements are required to be brought to the notice of the fire and safety officer of IBSD in writing immediately upon the said requirement of repair becoming known.
- ii. The the fire and safety officer of IBSD shall cause such repairs /overhaul where necessary or authorize the contractor to carry out such repairs. In the latter case, the payment for the same shall be pre-approved by the Director -IBSD.

E. Maintenance Procedure for Fire Detection & FM200 Suppression System

The maintenance of the Fire Detection & FM200 Suppression System shall be carried out as per NFPA guidelines that shall include, but not limited to the followings:

a. Control & Indication Panel Check Points Include:

- Detection (Alarm) Circuits from each zone.
- Main Supply.
- Battery Charger, Output Voltage, and Terminals.
- Battery Voltage.
- Lamp Test Switch.
- Alarm Silence Switch.
- Alarm Reset for Each Zone.
- General Alarm (Evacuation).
- Zone Isolation.
- Seven Segment/Crystal Display.
- Master reset.
- All components Clean and Panel Full Functional Test Carried out.
- All Detectors, Manual call Point, Bells, Sounders and Visual Indicators Inspected, Serviced, and Tested.

b. Automatic Fire Suppression System. Checkpoints include:

- Manifold, Piping and Fitting.
- Actuator and Release Communication.
- Pressure Monitors (Monometers).
- Air Conditioning Shut down System.
- Extinguishing Gas Container (Cylinder).
- All Connection and Fitting.
- Manual Release Point.
- Automatic Release.
- Isolation Points Tested.

- Time Delay Adjustment.
- Cylinder Pressure.

F. Maintenance Procedure For Fire Hydrant System

The maintenance of the Fire Hydrant System shall be carried out as per NFPA guidelines that shall include, but not limited to the followings:

- All Control Valves shall be checked for satisfactory operation.
- During each visit, the Hydrant valve shall be operated and tested for satisfactory operation and delivery of proper pressure.
- All hoses, Discharge nozzles and hose cabinets shall be checked.
- Hose pipes checked with visual inspection & water pressure.
- On each visit Hydrant posts hose cabinets shall be checked and a report shall be submitted for shortcomings if any.
- A visual inspection shall be made weekly.

G. Maintenance of Fire Extinguishers

The maintenance of the Fire Extinguishers shall be carried out as per NFPA guidelines that shall include, but not limited to the followings:

- Fire extinguishers' expiry date shall be checked. Expired fire extinguishers shall be removed besides informing the representative of the IBSD.
- Fire extinguishers shall be cleaned and inspected.
- Dry chemical powder fire extinguishers suspected for caking shall be checked by actual discharge.
- The replacement of fire extinguishers shall be checked.
- The requirement of fire extinguishers shall be checked. For any requirement, the proposal shall be submitted for size, type, and quantity.
- Fire extinguishers shall be checked for tags, seals, and tamper indications.
- Pressure indicators/gauges shall be checked for proper operating pressure.
- The physical condition shall be checked corrosion and deterioration of extinguishers.
- Discharge hoses and snow horns shall be inspected and blown clear if required and refitted.
- The discharge valve shall be inspected.
- Trolley-type fire extinguishers wheel/tire shall be checked for proper movement.

List of Fire Fighting Equipment for Maintenance

Sr#	Item Description	Equipment Quantity	Location
1.	Fire Alarm System	09	Mentioned Above
2.	All Type of extinguishers	600	
3.	Fire Hydrants, Hoses and Nozzles	40	
4.	Smoke and Heat Detectors	1100	
5.	FM 200 Auto Systems (06 panels)	06	
6.	NOVEC-1230	02	
7.	Water & Sand buckets	64	

Appendix B

(Services and Facilities Provided by the Client)

(If any)

Appendix C

(Focal Persons)

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.			
2.			
3.			

Appendix D

(Breakdown of Contract Price)

Appendix E

(Schedule of Payments)

Appendix F

(Price Schedule)

Appendix G

(Notification of Award)

Appendix H

(Letter of Acceptance)

Over Stamp Paper

(Shall be required from the most advantageous bidder at the time of contract signing)

Guarantee No. _____

Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Service Provider) with address: _____

Penal Sum of Guarantee (express in words and figures) _____

Letter of Acceptance No. _____

Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the **SBP Banking Services Corporation** (hereinafter referred as "**SBP BSC**") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to SBP BSC, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the ***Procurement of Maintenance Services for Fire Fighting System Installed at Different Locations of SBP/ SBP BSC at Karachi***

NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by SBP BSC, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay upon the SBP BSC's first written demand without cavil or arguments and without requiring SBP BSC to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the SBP BSC's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to SBP BSC's designated Account Number.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Service Provider has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from SBP forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Integrity Pact)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

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

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

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

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

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

*****End of Document*****