

SBP BANKING SERVICES CORPORATION ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF SUBSTATION AND BUILDING SELECTRICAL SERVICES AT SBP MAIN BUILDING COMPLEX, BOLTON MARKET BUILDING, BANK HOUSE, KDA BCP SITE AND SBP HUTS KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-I

INVITATION TO BID INSTRUCTIONS TO BIDDERS BID DATA SHEET FORM OF BID QUALIFICATION CRITERIA CONDITIONS OF CONTRACT STANDARD FORM SCOPE OF SERVICES/BILL OF QUANTITIES

Sept, 2023





SBP BANKING SERVICES CORPORATION (SBP BSC)

Invitation to Bids (ITB)

"As per published tender notice in Newspaper, PPRA & SBP websites"



Sr. No.	DESCRIPTION
1.	Title Page
2.	Invitation to Bids
3.	Index
4.	Bidding Documents Section-I (Instructions to Bidders)
5.	Bidding Documents Section-II - (Bid Data Sheet)
6.	Bidding Documents Section-III- (Form of Technical Bid)
7.	Bidding Documents Section-IV- (Qualification Criteria)
8.	Bidding Documents Section-V- (Form of Financial Bid) (Attached as Volume II)
9.	Bidding Documents Section- VI-Part 1 (Specific Services Data/ Scope of Services)
10.	Bidding Documents Section-VI-Part-2- (General & Special Conditions of Contract)
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(Bidding Documents-Section-I)

INSTRUCTIONS TO BIDDERS

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Section – I INSTRUCTIONS TO BIDDERS

	A. Introduction		
1. Scope of Bid	1.1. SBP Banking Services Corporation, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "SBP BSC") invites Bids for the Services summarized in the Bid Data Sheet (BDS) (hereinafter referred to as "the Services"), at the Buildings and other areas specified in the BDS (hereinafter referred to as		
	Premises).1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.1.3. The procurement title, reference number, method and procedure are specified in the BDS.		
2. Eligible Bidders	 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 qualification criteria given in Bidding Documents. 2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid. 2.3. Bidder already engaged by the SBP BSC for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding. 2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of 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. 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. 2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the SBP BSC, as the SBP BSC shall reasonably request. 		
	2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.		
3. Qualification of the Bidder	3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.		
4. One Bid per Bidder	4.1. Each Bidder shall submit only one Bid individually.4.2. A bidder who submits or participates in more than one bid will be disqualified.		
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the SBP BSC in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.		
	B. Bidding Document		
6. Content of Bidding Documents	 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: Invitation to Bids. 		
	ii. Instructions to Bidders (ITB)		

	
	iii. Bid Data Sheet (BDS)
	iv. Form of Bid
	v. Form of Contract
	vi. General Conditions of Contract (GCC)
	vii. Special Conditions of Contract (SCC)
	viii. Bill of Quantities/Description of Services
	ix. Bid Evaluation Criteria
	x. Format of Security Forms
	6.2. Bidders are expected to examine all instructions, forms, terms,
	specifications, and other information in the Bidding Documents.
	6.3. Failure to furnish all information required by the Bidding
	Documents or to submit a bid not substantially responsive to the
	Bidding Documents in every respect will be at the Bidder's risk and
	may result in the rejection of its bid.
7. Clarification of	7.1. A prospective Bidder requiring any clarification of the Bidding
Bidding	Documents may approach SBP BSC in writing at the given address
Documents	and by one of the means indicated in the BDS. The SBP BSC will
and Pre-bid	respond in writing to any request for clarification of the Bidding
Meeting	Documents that it receives no later than seven (07) days before the
hiering	deadline of submission of bids. Copies of the SBP BSC's response
	(including an explanation of the query but not identifying its
	source) will be sent to all prospective Bidders that received the
	Bidding Documents from the SBP BSC
	7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that
	any provision in the documents is contrary to the provisions of
	procurement regulatory framework, such issue should be raised as
	soon as possible. Any party may file its written complaint against
	the eligibility parameters, evaluation criteria, or any other terms
	and conditions prescribed in the Bidding Documents, if found
	contrary to the provisions of the procurement regulatory
	framework, the same shall be addressed by the Grievance Redressal
	Committee (GRC) well before the Bid submission deadline. The
	details of GRC is given on the PPRA website: www.ppra.org.pk and
	as provided in Bid Data Sheet (BDS).
	7.3. As specified in the BDS, the SBP BSC will organize and Bidders are
	welcome to attend a Pre-bid meeting at the time and place indicated
	in the BDS. The purpose of the meeting will be to clarify issues and
	answer questions on any matter that may be raised at this stage,
	with particular attention to issues related to the Technical
	Requirements. Minutes of the meeting, including the questions
	raised and responses given, together with any responses prepared
	after the meeting, will be transmitted without delay to all those that
	received the Bidding Documents from the SBP BSC. Any
	modification to the Bidding Documents listed in ITB Clause 6.1 ,
	which may become necessary as a result of the pre-bid meeting,
	shall be made by the SBP BSC by issuing an Addendum under ITB
	Clause 8.
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0	Amondmontof	0.1 At any time before the deadline for submission of hids CDD DCC for		
ð.	 8. Amendment of Bidding Bacuments 8.1. At any time before the deadline for submission of bids, SBP BSC, any reason, either at its initiative or in response to a clarification requested by a prospective Bidder amend the Bidding Document 			
Documents		requested by a prospective Bidder, amend the Bidding Documents.		
		Such amendments shall take precedence over the existing document.		
		8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1		
		and shall be communicated in writing that provide record of the content of communication to all the bidders who have obtained the		
		Bidding Documents from the Procuring Agency. The Procuring		
		Agency shall promptly publish the Addendum at the Procuring		
	Agency's web page (www.sbp.org.pk).			
8.3. Provided that the bidder who had either already submit				
		or handed over the bid to the courier prior to the issuance of any		
		such addendum shall have the right to withdraw his already filed		
		bid and submit the revised bid prior to the original or extended bid submission deadline.		
		8.4. The addendum will be binding on Bidders. It will be assumed that		
		the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.		
		8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, SBP BSC may, at		
	its discretion, extend the deadline for the submission o			
		consistent with the provision of Rule 27 of PPR 2004.		
		C. Preparation of Bids		
9.	Language of			
	Rid	9.1 The hid prepared by the hidder and all correspondence and		

9. Language of			
Bid	9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and SBP BSC shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as		
	long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of		
	the Bid, the English or Urdu translation shall govern the relation		
	between the parties.		
10. Documents	10.1. The bid submitted by the Bidder shall comprise the following:		
Comprising	i. Forms for Technical Bid under Section III		
the Bid	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/Bid Securing Declaration.		
	vi. Power of Attorney 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.		



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11. Bid Prices	 11.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services, 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 SBP BSC when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.2. All duties, taxes, liabilities including overheads, transportation charges etc. 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 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. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department
	respective Department. 11.3.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 and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract.
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 SBP BSC would be in Pak Rupees.
Payment 13. Bid Validity	13.1.Bids shall remain valid for the period specified in the BDS.
	13.2.In exceptional circumstances, SBP BSC may request the bidders to extend the bid validity period for a specified additional period. The
	request and the bidders' responses shall be made in writing by
	letter or email. A Bidder may refuse the request without forfeiting
	the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the
	extension, and in compliance with ITB Clause 14 in all respects.
14. Bid Security	14.1.The bid security shall be denominated in the currency of the bid:
	 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;
	 ii. be substantially in accordance with one of the formats of bid security included in bidding documents or other form approved by the SBP BSC before bid submission;
	iii. be payable promptly upon written demand by the SBP BSC;
	iv. be submitted in its original form; copies will not be accepted;
	v. In the case of Bank Guarantee, it shall remain valid for 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 under 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 nomination to receive the instrument.
	viii. The most advantageous Bidder's bid security will be released/ returned upon the submission of performance
	Guarantee.
	14.2.The bid security may be forfeited:i. If a bidder withdraws his bid during the period of bidder
	validity; or

	ii. If a bidder does not accept the correction of his Bid Price,
	pursuant to Sub-Clause 24 of ITB hereof;
	iii. In the case of a most advantageous bidder, if he fails to:
	a. Furnish the required Performance Guarantee in
	accordance with Clause 32 of ITB , or
	b. Sign the Agreement, in accordance with Sub-Clauses
	30.2 & 30.3 of ITB
	50.2 & 50.5 0111D
15 Formationd	1 [1] The Didden shall an anne an an included at least and a file
15. Format and	15.1.The Bidder shall prepare one original and at least one copy of the
Signing of Bid	bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy
	between them, the original bid shall prevail.
	15.2. The original and all copies of the bid shall be typed or written in
	permanent ink and shall be signed by a person or persons duly
	authorized to sign (in the case of copies, Photostats are also
	acceptable). This shall be indicated by submitting a written Power
	of Attorney authorizing the signatory of the bidder to act for and on
	behalf of the bidder. The authorization must be in writing and
	included in the bid 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. All Schedules to Bid are to be properly completed and
	signed.
	15.3.No alteration is to be made in the Form of Bid except in filling up the
	blanks as directed. If any alteration is made in the Form of Bid or
	any other part of Bidding Documents, or if these instructions be not
	fully complied with, the bid may be rejected.
	15.4.In accordance with ITB Clause-16, Bids shall be sealed in an
	envelope addressed to SBP BSC at the address provided in the Bid
	Data Sheet, with description of the contract and a warning
	regarding not to open before the specified date and time. Name and
	address of the bidder must also be marked on the envelope at the
	appropriate place.
	15.5.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.
Γ	D. Submission of Bids
16. Sealing and	16.1.The Bidder shall seal the original and each copy of the bid in
Marking of	separate envelopes, duly marking the envelopes as "ORIGINAL
Bids	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 SBP BSC at the address given in the BDS, and carry
	the statement "DO NOT OPEN BEFORE [Date & Time of the Bid
	Submission Deadline]."
	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 .
	16.3.If the outer envelope is not sealed and marked as above, the SBP
	BSC will assume no responsibility for the misplacement of premature opening of the Bid.
	lei or

17. Deadline for	17.1.Bids must be received (through an authorized representative or	
Submission of	courier/postal service) by SBP BSC at the address specified in the	
Bids	BDS, no later than the bid submission deadline specified in the BDS	
	Bids submitted through telegraph, telex, fax or e-mail shall not be	
	considered. Any bid received by the SBP BSC after the deadline for	
	submission prescribed in the Bid Data Sheet will be returned	
	unopened to such bidder.	
	17.2. SBP BSC 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 SBP BSC and the bidders previously subject to the	
	original deadline will then be subject to the new deadline.	
18. Late Bids	18.1.Any Bid received (through an authorized representative or	
	courier/postal service) by SBP BSC after the deadline prescribed in	
	ITB Clause 17 will be returned unopened to the Bidder.	
19. Modification	19.1.The Bidder may modify or withdraw its bid after the bid's	
and	submission, provided that written notice of the modification,	
Withdrawal of	including substitution or withdrawal of the bids, is received by the	
Bids	SBP BSC before the deadline prescribed for submission of bids	
	under ITB Clause 17.	
	19.2.No bid can be modified after the deadline for submission of bids.	
	19.3.No bid can be withdrawn in the interval between the deadline for	
	submission of bids and the expiry of the period of bid validity,	
	specified by the Bidder on the Bid Form. Withdrawal of a bid during	
	this interval will result in the Bidder's forfeiture of its bid security.	
	E. Bid Opening and Evaluation	
20. Bid Opening	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.	
	20.2.For in person meeting, the bidders' representatives shall sign an	
	attendance sheet as proof of their participation.	
21. The process to	21.1.The disclosure of information relating to the examination,	
Be	clarification, evaluation, comparison of bids and recommendations	
Confidential	for the award of a contract shall be subject to Rule 41 of PPR-2004 .	
	21.2.Information relating to evaluation of bids and recommendations	
	concerning to award of the contract shall not be disclosed by SBP	
	BSC to the bidders or to any other person who is not officially	
	concerned with the process, until the announcement of the result of	
	evaluation.	
	21.3. The Bidder shall not disclose or attempt to make public any	
	information relating to the bidding documents, bidding process and	
	award of the contract to any person or entity without SBP BSC's	
	prior written consent.	
	21.4.In case of any disclosure related to the bidding process and	
	contractual obligations at any stage by any bidder and/or service	
	provider, SBP BSC may reject its bid and/or terminate the contract.	
	21.5. Any effort by a Bidder to influence the Bank in its decisions on bid	
	evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.	
22. Clarification of		
Bids	Bidder for clarification of its bid. The request for clarification and	
DIUS	the response shall be in writing, and no change in the price (except	
	under Clause 24 of ITB) or substance of the bid shall be sought,	
	offered, or permitted.	



23. Preliminary	23.1.The Bank will examine the bids to determine whether;
Examination	i. they are complete,
	ii. bid validity is provided accordingly,
	iii. required bid security/bid securing declaration have 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
	23.2.Bidders have to submit bids for COMPLETE REQUIREMENTS ,
	partial and incomplete bids will be rejected.
	23.3.Bids submitted without a signed Bid Form by the authorized
	nominee of the bidder will be rejected.
	23.4.Bids with material deviation, exception, objection, conditionality, or
	reservation will be rejected.
	23.5.Bids submitted late will also be rejected.
24. Correction of	24.1.Bids determined to be substantially responsive will be checked by
Errors	the Bank for any arithmetic errors. Arithmetical errors will be
	rectified by the Bank on the following basis:
	i. if there is a discrepancy between unit prices and the total
	price that is obtained by multiplying the unit price and
	quantity, the unit price shall prevail, and the total price shall
	be corrected, unless in the opinion of the Procuring Agency
	there is an obvious misplacement of the decimal point in the
	unit price, in which the total price as quoted shall govern and
	the unit price shall be corrected;
	ii. if there is an error in a total corresponding to the addition or
	subtraction of sub-totals, the sub-totals shall prevail and the
	total shall be corrected; and
	iii. Where there is a discrepancy between the amounts in figures
	and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of price
	schedule and amount mentioned on the Form of Bid, the
	amount referred in Price Schedule shall be treated as correct
	subject to elimination of other errors. 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 the
	Bidder. If the Bidder does not accept the corrected amount, the Bid
	will be rejected, and the Bid Security may be forfeited or the Bid
	Securing Declaration may be executed in accordance with ITB 14 .
25. Evaluation	25.1.The technical bids of the only qualified bidders after preliminary
and	evaluation under ITB Clause 23 , shall be evaluated in detail.
Comparison of	25.2.SBP BSC will evaluate and compare only the bids previously
Bids	determined to be substantially responsive and qualified pursuant to
Dius	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, SBP
	BSC will determine for each bid in addition to the Bid Price, the
	following factors (adjustments) in the manner and to the extent
	indicated below to determine the Evaluated Bid Price:
	(a) Making any correction for arithmetic errors nursuant to Sub-
	Clause 24.2 of ITB hereof.
For Bidder (Sign and Stamp)	For Bank (Signature)

	(b) Discount, if any, offered by the bidders as also read out and
	recorded at the time of bid opening.
	25.3.The submitted Technical Bid and other Commercial/Financial
	Requirements of the bidding documents will be evaluated on
	compliance based criteria.
	25.4. The Financial Bids of the only technically accepted bids will be
	opened and the bid found to be the Most Advantageous shall be
	accepted.
	25.5.Any minor informality, non-conformity or irregularity in a Bid
	which does not constitute a material deviation may be waived by
	SBP BSC, provided such waiver does not prejudice or affect the
	relative ranking of any other bidders.
26. Contacting the	26.1.Subject to Clause 22 of ITB heretofore, no bidder shall contact SBP
Bank	BSC on any matter relating to its Bid from the time of the Bid
	opening to the time the bid evaluation results are announced by SBP
	BSC. The evaluation results shall be announced as under:
	(a) Technical Evaluation Report/Results would be posted for
	seven days on SBP's website/shared with participating
	bidders.
	(b) Financial / Final Evaluation Report would be posted on
	PPRA and SBP websites for fifteen days.
	26.2.Any bidder feeling aggrieved by any act of SBP BSC may lodge a
	written complaint concerning his grievances as per Rule 48 of PPR-
	2004.
27 Annual Critoria	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 i.e. the bid
	which has been determined to be substantially responsive to the
	eligibility criteria, compliant to applicable laws and other terms of Bidding Deguments and which is the lowest evaluated Bid Briss
	Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the
	contract satisfactorily.
28. Bank's Right to	28.1.SBP BSC reserves the right to annul the bidding process and reject
Reject all the	all bids at any time before award of contract under Rule 33 of
Bids	PPR-2004 without thereby incurring any liability to the affected
Dius	bidders or any obligation to inform the affected bidders of the
	grounds for such rejection. The grounds for rejection of all bids
	shall upon request be communicated, to any bidder who submitted
	a bid, but SBP BSC will not be liable to provide any justification for
	the grounds of rejection. Notice of the rejection of all the bids shall
	be given promptly to all the bidders.
29. Bank's Right to	29.1. SBP BSC reserves the right at the time of contract award to
Vary Inputs/	increase or decrease scope of services without any change in unit
Outputs at	price or other terms and conditions, provided such variation
Time of Award	should be in line with the provisions of PPR-2004.
30. Notification of	30.1.Prior to the expiration of the period of initial/extended bid
Award and	validity, the Bank will notify the most advantageous Bidder in
Signing of	writing ("Notification of Award"), to be confirmed in writing by
Agreement	registered letter/email, that its bid has been accepted.
	30.2. Within twenty-one (21) days from the date of furnishing of
	acceptable Performance Guarantee under the Conditions of
	Contract, SBP BSC will send the most advantageous bidde
	Form of Agreement provided in the Bidding Dovements,
	incorporating all agreements between the parties.
For Bidder (Sign and Stamp)	For Bank (Signary State)
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	30.3.The formal Agreement between SBP BSC and the most			
	advantageous bidder shall be executed within seven (07) days of			
	the receipt of Form of Agreement by the most advantageous bidder			
	from SBP BSC.			
	30.4.Upon the most advantageous Bidder's furnishing of the			
	Performance Guarantee and signing of Contract, SBP BSC will			
	discharge its bid security.			
31. Disqualification	31.1.After issuance of Notification of Award and before execution of			
Prior to	procurement contract with the most advantageous bidder, if the			
Contract	Bidder has been disqualified pursuant to Rule 18 and Rule 19 of			
Signing	PPR-2004 or any other reason has led to the disqualification of the			
51511115	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.			
	31.2. For rejecting the Most Advantageous bid and opting for the second			
	Most Advantageous bidder, an opportunity of being heard should			
	be provided to the bidder with the Most Advantageous bid.			
32. Performance	32.1.After the receipt of Notification of Award, the most advantageous			
Guarantee	Bidder, within the specified time, shall deliver to the Procuring			
	Agency a Performance Security (or Guarantee) in the amount and			
	in the form stipulated in the BDS.			
	32.2. Failure of the most advantageous Bidder to comply with the			
	requirement of ITB 32.1 shall constitute sufficient grounds for the			
	annulment of the award and forfeiture of the Bid Security, in which			
	event the Procuring Agency may make the award to the next			
	ranked Bidder or call for new Bids.			
	Talked bluder of call for new blus.			
33. Advance	33.1. SBP BSC will provide an Advance Payment on the Contract			
Payment and	Price if stipulated in the Special Conditions of the Contract.			
Security				
34. Grievances	34.1.Any bidder aggrieved by any act during the procurement process			
Redressal				
Reuressar	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 and as given in Bid Data Sheet (BDS).			
35. Code of	35.1.It is the SBP BSC's policy to require that bidder shall observe the			
Conduct	highest standard of ethics during the procurement and execution			
Conduct	of such contract. In pursuit of this policy, the SBP BSC follows, inter			
	alia, the instructions contained in Rule 2(1)(f) of the PPR-2004			
	which defines:			
	"corrupt and fraudulent practices" in respect of			
	procurement process, shall be either one or any combination of			
	· · · ·			
	the practices including,-			
	i. "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;			
	ii. "collusive practices" which means any arrangement			
	between two or more parties to the procurement process			
	designed to stifle open competition for any wrongful gain,			
	and to establish prices at artificial, non-competitive levels;			
	iii. "corrupt practices" which means the offering			
	receiving or soliciting, directly or indirectly, of anything of			

	yalue gain;	e to influence the acts of another party for wrongful
iv. "fraudulent practices" which means any act or including a misrepresentation, that know recklessly misleads, or attempts to mislead, a obtain a financial or other benefit or to obligation; and		idulent practices" which means any act or omission, ding a misrepresentation, that knowingly or lessly misleads, or attempts to mislead, a party to in a financial or other benefit or to avoid an gation; and
v. "obstructive practices" which means han threatening to harm, directly or indirectly, p influence their participation in a procurement p affect the execution of a contract;"		
35.2. Under Rule 19 of PPR-2004 , the SBP BSC can inter a the bidders found to be indulging in corrupt or practices. Such barring action shall be duly pub		19 of PPR-2004 , the SBP BSC can inter alia blacklist found to be indulging in corrupt or fraudulent
	35.3. Under Rule manner for participating	19 of PPR-2004 , the following mechanism and permanently or temporarily barring, from in their respective procurement proceedings will be per the guidance of SBP BSC management:
	Nature of Offense/ Fault	Means of Verification
	Corrupt and Fraudulent	 Results of Bid/Proposal analysis resulting in substantive evidence of collusion.
	Practices	• 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.
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
	Bidder failed to abide with Bid Form / Bid Securing	Failed to abide with Bid Form / Bid Securing Declaration.
	Declaration.	
 However, such barring action shall be undertaken only after pran adequate opportunity of being heard to the bidder who barred and blacklisted. 35.4.The receipt for any money paid by the bidders will considered as an acknowledgment of payment to the bidde such receipt is signed by a duly authorized officer of the S and the bidder shall be solely responsible for seeing that a receipt is provided. 		ortunity of being heard to the bidder who is to be
		s an acknowledgment of payment to the bidder unless is signed by a duly authorized officer of the SBP BSC er shall be solely responsible for seeing that a proper
	35.5.Under Rule 7 of PPR 2004 , bidder undertakes to sign an In pact in accordance with the prescribed format given in the E document for all the procurements estimated to exceed Rs million or any other limit prescribed by SBP BSC.	
	35.6.SBP BSC's professional, and at all tim	policy requires that selected bidder provide objective, and impartial advice, supplies, and section hes hold the SBP BSC's interests' paramount seried ts with other assignments or their corporate litterests
or Bidder (Sign and Stamp)		For Bank (Signation and the set of the set o
or proder (sign and stamp)		rui bank (Signato Latti

	 and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement. 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: i. A bidder that has been engaged by the SBP BSC to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services for 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 BD BSC's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this
	to the appropriate authority within the SBP BSC. iv. Bidders shall not recruit or hire any agency or current employees of the SBP BSC. Recruiting former employees of the SBP BSC or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SBP BSC by the
36. Overriding	bidder as part of the bid. 36.1.Whenever in conflict with these documents, the stipulation of
Effect of PPR- 2004	PPR-2004 shall prevail.
37. Beneficial	37.1.For Services/works worth Rs.50M or above, the bidder shall
Ownership	provide Beneficial Ownership information on the prescribed
Information	Form. Failure to provide the required information of the beneficial
	ownership by the company or submission of false or partial
	information, the procuring agency shall:
	(a) Blacklist the said company in accordance with rule $19(1)(a)$ of
	Public Procurement Rules, 2004,
	(b) Reject the bid of the said company.



Section II - Bid Data Sheet (BDS)

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	Description
Clause 1.1	 Procurement Title: Continuous and Uninterrupted Management Services of Substation and building sELECTRICAL SERVICES at SBP Main Building Complex, Bolton Market Building, Bank House, KDA BCP Site and SBP Huts Karachi Reference Number: <i>HOK-E-135</i> Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004
	 Procurement Method: Open competitive bluding as per Rule 21 of PPR-2004 Procurement Procedure: "Single Stage Two Envelopes Procedure" as per Rule- 36(b) of PPR-2004.
7.3	No Pre-bid meeting will be held.
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.
14.1	 Bid Security of Amount as stated in Published Tender Notice in favor of SBP BSC shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call in favor of SBP-Banking Service Corporation valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with 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.)
15.1	Only original Bid is to be submitted.
16.1	 The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters. 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.
	 3. Following should be the contents of the Technical Bid Envelope: Form I of Section III – Authorization Form for Bidder's Representative Form II of Section III – Form of Technical Bid 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 or Bid Securing Declaration. Form IV of Section III – Technical Compliance Form Form V of Section III – Undertaking Form VI – Declaration of Beneficial Owners' Information Vii. Duly signed and stamped, Volume-I of the Bidding document. Viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV 4. Following should be the contents of the Financial Proposal Envelope/Volume-II:
	i. Form-I of Section V – Financial Bid Submission Form

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	ii. Duly filled, signed and stamped, Volume-II of the Bidding												
	document												
	Important Note:												
	Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.												
17.1	• The Bank's address for Bid submission is as mentioned in Notice for Invitation to Bids (Published Tender Notice).												
	 The Bank will communicate the opening of the Financial Proposal to the 												
	eligible/qualified bidders after the completion of all requirements of Technical												
	Evaluation.												
	• The deadline for submission of bids shall be as mentioned in Notice for												
	Invitation to Bids.												
20.1	Bids will be opened as defined in Notice for Invitation to Bids.												
29.1	• Fifteen percent (15%) increase or decrease in scope of services.												
32.1	• The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from a scheduled bank in Pakistan, which will be valid 28 days beyond the Contract Period. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract.												
34.1	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- Form for Technical Bid

- 1. Form I Authorization Form for Bidder's Representative
- 2. Form II Technical Bid Submission Form / Form of Bid
- 3. Form III Bid Security Form/Bank Guarantee
- 4. Form IV Technical Compliance Form
- 5. Form V Undertaking
- 6. Form VI Declaration of Beneficial Owners' Information



	Form – I
	<u>(Authorization Form for Bidder's Representative)</u>
	(ON SERVICE PROVIDER'S LETTERHEAD)
Date:	
ITB No:	НОК-Е-135
	Continuous and Uninterrupted Management Services of Substation and
Title:	building sELECTRICAL SERVICES at SBP Main Building Complex, Bolton
	Market Building, Bank House, KDA BCP Site and SBP Huts Karachi
We, M/s <_	> , incorporated under < <i>mention the</i>
relevant Act/ordi	inance/regulation> having its
registered office at	<>
do hereby nomi	nate Mr./Ms. <>, Designation
<	>, CNIC# <> as our lawful
representative to p	participate, negotiate, sign, correspond and fulfil all associated formalities of
the subject procure	ement on our behalf.
registered office at do hereby nomination <representative p<="" td="" to=""><td>t <</td></representative>	t <

Official Seal & Signature of Bidder:	
Date:	



Form – II (Technical Bid Submission Form / Form of Bid) (Letter of Offer)

Bid Reference No. HOK-E-135

Continuous and Uninterrupted Management Services of Substation and building sELECTRICAL SERVICES at SBP Main Building Complex, Bolton Market Building, Bank House, KDA BCP Site and SBP Huts Karachi

To:

Gentlemen,

- 1. Having examined the Bidding Documents including Addenda Nos. _______ for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of ______and address ______ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
- 2. We understand that all the Schedules attached hereto form part of this Bid.
- 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of two hundred eight (208) days or Bid Securing Declaration as the case may be.
- 4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
- 5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
- 8. We understand that you are not bound to accept the lowest or any bid you may receive.
- 9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
- 10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this ______ day of _____, 202___.

Signature _____

In the capacity of ______duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals) (Seal)

Address	
Witness:	
(Signature)	
Name:	
Address:	
C.N.I.C No:	ANN OF PARTY

Form – III

(Bid Security Form)

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

Over Stamp Paper

Guarantee No._____ Executed on _____

(Letter by the Guarantor to SBP Banking Services Corporation (SBP BSC))

Penal Sum of Security (express in words and figures):_____

Bid Reference No._____ 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 ______ (Particulars of Bid) 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 **Factorica** and effect.

For Bidder (Sign and Stamp)

For Bank (Sight and Sight and Sight

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)	

Witness:

1. Signature

2. Name: ____ 3. Title

1.

2.

(Name, Title and Address)



Form IV <u>(Technical Compliance Form)</u> (ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in "Section-VI-Part I- "Specific Services Data/Scope of Services".	
2	All the stated Terms and Conditions of the Contract including BOQ and forms etc.	

Seal and Signature of Bidder:__

General Note

- The Minimum Eligibility / Technical Compliance will be evaluated totally on a compliancebased method. The Financial Proposal of the only technically accepted 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 / technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.



Form – V <u>(Undertaking)</u>

(Over Stamp Paper of Rs. 100)

Dear Sir,

- 1.0 I/We, M/s ------, hereby undertake that I/We, M/s shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
 - a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.
 - b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions.
 - c. Group Life and Medical Insurance.
 - d. Casual, medical and maternity or any other leaves as per applicable laws.
 - e. Any other requirement as per applicable laws.
- 2.0 I/We, M/s ------, shall issue appointment letters to my employees working under this contract in compliance of the above stated laws.
- 3.0 I/We, M/s ------, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ SBP BSC shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 4.0 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).
- 5.0 Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of the contract.

Seal & Signature of Bidder:	
Date:	



Form – VI (Declaration of Beneficial Owners' Information)

In case of services/works worth Rs.50 million or above, the bidder shall provide Beneficial Ownership information on the below prescribed Form:

1.	Name	
2.	Father's Name/Spouse's Name	
3.	CNIC/NICOP/Passport no.	
4.	Nationality	
5.	Residential address	
6.	Email address	
7.	Date on which shareholding, control or interest acquired in the	
	business.	

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

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

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

1	2	3	4	5	6	7	8	
Name and surname (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)	
<u> </u>	<u> </u>	<u> </u>	<u> '</u>					

For Bank (Sig

	Total number of shares taken (in figures and words)	
--	---	--

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

Name & signature

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



SECTION IV (SCHEDULE A TO BID) – QUALIFICATION INFORMATION AND BID EVALUATION CRITERIA

1. <u>Basic Conditions for Qualification</u>

- 1.1 Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bid are eligible to participate in the bidding process.
- 1.2 Information supplied by the Bidders for the qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group ownership". Financial Bids of only technically qualified bidders shall be opened and the Contract shall be awarded to the most advantageous bidder.
 - a) SBP BSC will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
 - b) Firms/Companies applying for qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of SBP BSC may result in their disqualification.
 - c) The response to this notice must be sufficiently detailed to convince SBP BSC that the firms/companies applying for qualification have the experience as well as the technical, administration and financial qualifications necessary for the execution of the services and they must prove that they have carried out similar services in their own country or abroad.
 - d) Only Technical Proposals will be opened in the presence of Bidders or their authorized representatives who may choose to attend as per the schedule provided in the Invitation to Bids. The bidders should provide maximum information required for evaluation of their Technical Proposals.
 - e) The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through email/registered post/ courier service. The Financial Bids of the Bidder's, who fail to qualify, shall be returned to them unopened. Decision of SBP BSC in this connection shall be final and binding on all Bidders.

2. <u>Qualification Criteria:</u>

2.1 General

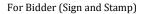
Qualification will be based on all the criteria given in paras **2.1 to 2.2** regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. SBP BSC reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. SBP BSC may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the SBP BSC, which is incorrect in any respect.

2.2 Qualification Criteria

In addition to the eligibility criteria given in the instructions to bidders, for qualification purpose, the bidders must meet the following requirements;

For Bank (Sig



Sr.	Minimum Eligibility/ Qualification Criteria	Means of verification	Attached
1.	Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization, is not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws	Undertaking required on stamp paper of Rs.100/- as per format provided in Form – V	Undertaking required on stamp paper of Rs.100/- as per format provided in Form – V
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs.0.50 Million at any one instance in three months period before date of publication of tender notice or credit line facility available during same period.	Bank Statement.
9.	General Experience of providing Electrical services	The bidder should have minimum of one year of works experience in providing electrical management services to any government institution/ Hospitals/ Pharmaceutical Company/ Automotive Company/ Banks. The electrical management services include maintaining electrical substation having minimum 2MW sanction	Required Documents fulfilling criteria

		Load and attending to routine daily electrical works of facility management. The bidder must provide "Letter of Award/ Contract agreement/Taking Over/ Completion Certificate" of which the experience is being claimed. OR The bidder should have valid OEM agent letter from Original Equipment Manufacturer of ComAp Controllers in Pakistan.	
10.	Particular Experience of providing	Providing similar electrical services of 0&M amounting to minimum of Rs.2.0 Million/year/contract (at least 01 contracts during last five (05) years). The bidder must provide Work orders/ Completion certificates/ contract agreements etc. of which experience is being claimed.	Required Documents fulfilling criteria

Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



Form II – (SCHEDULE B TO BID) Price Schedule (Volume II) The Financial Bid

Provided as Volume-II of Bidding Documents



SECTION-VI- (SCHEDULE C TO BID) PART-1 SPECIFIC SERVICES DATA/ SCOPE OF SERVICES

1. **Scope of Services :**

The service provider will provide management services at substations round the clock (24/7 including all holidays) for monitoring incoming electrical supply and ensuring the generators start immediately after disruption of utility electrical supply.

The service provider shall be responsible for the management services for routine maintenance and servicing of building electrical infrastructure including distribution boards, electrical wiring, conduits, fans, light, electrical sockets etc. as per manufacturer's standards.

2. **List of Equipment:**

Services are required at the following major equipment:

- 5x 11kV panels (1 incoming + 4 outgoings)
- 4x distribution transformers, 2x 1500kVA + 2x 1000Kva
- 1x main LV switchboard at sub-station with 3 incomings and 2 bus couplers
- 1x main LV switchboard at HVAC plant
- All interconnecting HV and LV cables, control cables and earthing cables
- Synchronizing panels & control panels
- Distribution boards, lighting/power circuits, fans, switches, sheets and breakers
- Conduits, cable trays, bus ducts, bus risers & cable ducts
- Earthing & lightning protection components.

3. Services Schedule:

The following service execution schedule shall be followed:

Sr No.	Nature of Service	Execution Schedule
1.	Supervisory services for	Round the Clock 365 days a Year
	substation management	(Including Holidays)
2.	Electrical maintenance services	Monday to Sunday
	for Main Bank Building, BSC	7:30AM – 6:30 PM
	House, Museum and other	(Including Holidays)
	locations at I.I. Chundrigar Road	
3.	Electrical maintenance Services	
	for BCP Backup site and guest	7:30AM – 6:30 PM
	house at KDA Scheme-1, Lalazar	(06 days per week)
	Hostel, Bank House & SBP Huts	

4. **Details & Frequency of Services:**

Services:

The major items of Services under this Contract are as follows: Following will be provided by the Client. (i) Electricity and water supply. (ii) Provision of suitable space for Service Provider within or close to substation/electrical distribution room with a telephone extension from existing building for easy communication with the concerned officials of the Client.

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	e that switch, sockets, fitting & fixtures and Consumable shall be provided by the
	Service Provider has to maintain at the premises, necessary tools/equipment and
safety equ General S	ipment required for said service.
<u>General S</u> i.	The service provider will provide management services at substation round the clock (24/7 including all holidays) for monitoring incoming electrical supply and ensuring the generators start immediately after disruption of utility electrical supply.
ii.	Services for calling for external help in emergency situations and whenever necessary.
iii.	The service provider shall be responsible for the management services for routine maintenance and servicing of building electrical infrastructure including electrical panels, distribution boards, electrical wiring, conduits, fans, light, electrical sockets etc. as per electrical codes /standards.
iv.	The service provider will provide management services for daily opening and closing of floor breakers at starting and end of the day to ensure energy conservation practices.
v.	A complete daily general checking of the entire installation shall be carried ou by the Service Provider who will immediately convey any abnormality in the System as well as make immediate arrangements to set right such abnormalities Moreover, Service Provider shall maintain related records and produce such records as and when required by the Client.
vi.	The service provider will be responsible for resolving daily complaint forwarded by Client 's representative and maintaining proper record c complaints on daily basis
vii.	Disposal Services of waste, such as defective lights, and of other such iten according to municipal codes and environmental standards.
viii.	Cleaning and general upkeep services of system and Allied Equipmer interior and exterior, motors, and surrounding areas and other related necessary services.
ix.	Service provider will be responsible for any other work related to electrical infrastructure assigned by the Client
Х.	The Service Provider shall be responsible for ensuring that no Safety of the system is by-passed in any way, under any circumstances.
xi.	Service provider will ensure trouble free, uninterrupted, services and Maintenance of electrical infrastructure.
xii.	Troubleshooting services for defects, abnormal operation and complaints.
servic	rvisory services for substation management: In addition to above mentioned res, Continuous and uninterrupted services is required in the substation/Electrical bution room for the following:
i.	Attending to phone calls and responding as necessary.
ii.	The service provider will ensure continuous monitoring of load buses on provided format at defined intervals by the Client and will ensure continuity of supply in case of any equipment failure through backup generators
iii.	Services for maintaining the work execution record as per direction of the Client Supervision services for inspection and maintenance activities necessary to maintain electrical control system and Allied Equipment in trouble-free and smooth operating condition.
iv.	Services for supervision of preventive and corrective maintenance activities for UPS, Transformers, VCBs, HT Panels, LT Panels, Load take-off Panels, Stripters, boards and other electrical equipment as directed by Bank.

v.	Supervision services for activities and liaison with the Client's staff in emergency situations
vi.	Services for maintaining the work execution record as per direction of the Client Supervision services for inspection and maintenance activities necessary to maintain electrical control system and Allied Equipment in trouble-free and
	smooth operating condition
vii.	The Service Provider shall attend supervision of maintenance or repair work of the Control Panels and Distribution Panels and Allied Equipment on priority basis after office hours or on holiday(s) if so warranted, or at any time due to exigencies/ emergencies and will provide services for smooth operation in the
	minimum possible time. The Service Provider shall inform the Client's Engineer well in advance about any maintenance/repair/service work scheduled to be done by the Service Provider after office hours or on holiday(s) so that necessary security arrangement and access be made available by the Engineer.
viii.	The Service Provider is under obligation to inform Client about requirement for diesel fuel or engine oil well in advance so that same could be arranged in time by the Client.
othe	trical maintenance services for Main Bank Building, BSC House, Museum and r locations at I.I. Chundrigar Road (Technical Services): In addition to, and
i.	urrent with above a, Round the clock support is required for the following services: Attending to phone calls and responding as necessary.
ii.	A complete daily general checking of the entire installation shall be carried out by the Service Provider who will immediately convey any abnormality in the System as well as make immediate arrangements to set right such abnormalities. Moreover, Service Provider shall maintain related records and produce such records as and when required by the Bank.
iii.	Service provider will handle day to day complaints and resolve them timely with proper record keeping.
iv.	Routine electrical maintenance services of buildings including daily survey services of all floors of each buildings for resolution of issues.
Sche addit	ctrical maintenance Services for BCP Backup site and guest house at KDA me-1, Lazazar Hostel, Bank House & SBP Huts (Technical Services): In tion to, and concurrent with above a & b, Round the clock support is required for collowing services:
i.	Attending to phone calls and responding as necessary.
ii.	A complete daily general checking of the entire installation shall be carried out by the Service Provider who will immediately convey any abnormality in the System as well as make immediate arrangements to set right such abnormalities. Moreover, Service Provider shall maintain related records and produce such records as and when required by the Client.
iii.	Service provider will handle day to day complaints and resolve them timely with proper record keeping.
iv.	Routine electrical maintenance services of buildings including daily survey services of all floors of each buildings for resolution of issues.
supp	hnical Support Services: In addition to above a, b & c, Round the clock on call ort is required for the following services:
i.	Provide 24-hour on-call support outside of normal office hours and shall be obliged to provide any of the defined services as demanded by the Client at that time.
ii.	Be obliged to provide services outside of normal office hours as and when required by the Client.
iii.	Deploy the services at the Client's premises when demanded by the client outside of normal office hours within 30 minutes.

iv.	Respond immediately in case of normal working hours and within 30 minutes		
	in case of on call response		
Frequenc	Frequency of Services for Substation and Allied Electrical Equipment:		
	Clean the control panel and Distribution Panels.		
	Load monitoring and recording on log sheet as per requirement of Client.		
D 11	Monitoring the system for any abnormality and recording the corrective action		
<u>Daily</u>	taken.		
<u>Service</u>	Monitoring and recording of outsource staff attendance and fuel position at locations mentioned in location and services.		
	Check the battery and UPS supply to the control panels and recording the reading.		
	Observe the functioning of battery charger and other components.		
	Check the control panels for indication of operation particularly voltage level.		
	Check the control panel for correct voltage, frequencies and other parameters as per operational manuals.		
	Checking of synch modules and observe for any abnormality during operation.		
<u>Weekly</u>	Closing of all building's breakers floor wise at the end of week (Friday) including		
<u>Service</u>	switching off all electrical equipment location wise as per format sheet provided by the Client		
	Visual Inspection of transformers for high temperature, leakages and abnormal noise.		
	Dust blowing and inspection of the electric panel.		
	Checking the governor and AVR connection and its behavior		
	Electrical connection checking and tightening.		
ice	Battery charger and its regulator checking.		
erv	Checking of Module parameters and software checking.		
Monthly Service	Checking of operational scheme as per the commissioned scheme.		
thl	Checking of earth, generator KWH running hours to know when generator		
Ion	require maintenance.		
김	Electrical distribution boards inspection on format provided by Client		
	Transformers inspection as per format provided by Client		
	HV & LV Panels inspection as per format provided by Client		

5. <u>Electrical Services:</u>

Electrical Services:		
The major items of Services under this Contract are as follows:		
Please note that switch, sockets, fitting & fixtures and Consumable shall be provided by		
the Client. The S	the Client. The Service Provider has to maintain at the premises, necessary tools/equipment	
and safety equipment required for said service.		
а	Repair/ maintenance works related to electrification works and intercom	
	etc.	
b	Connect wiring in electrical circuits and networks ensuring compatibility	
	of components when required	
С	Prevent breakdown of systems by routinely inspecting and replacing old	
	wiring and insulated cables, cleaning circuits etc.	
d	Perform effective troubleshooting to identify hazards or malfunctions and	
	repair or substitute damaged units	
е	Daily checking of floors for any abnormality regarding electrification and	
	services mentioned	
f	Daily Resolution of complains of related to electrical works	

g	Cleaning/dusting of fans , DBs , electrical appliances etc.		
h	Upkeep of electrical Network		
Daily Services	Repair/ maintenance works related to electrification works etc.		
	Daily Resolution of complains of electrical works		
Weekly	Cleaning and servicing of electric Panels/ DBs with Blowers or Vacuum		
Services	cleaner		
	Checking of lighting/Switch Boards etc. and removal of abnormality		
	Checking and Tightening of nut/bolts of Electric Panels or DBs		
Fortnightly	Cleaning/dusting of fans and electrical appliances etc.		
Services			
Monthly	Checking of cables and their routes		
Services	Checkup of complete system for any threat and abnormality		

6. Tools & Equipment (T&E) for Execution of Services

The Service Provider shall bring and maintain all necessary T&E at site which are required for execution of services under the Contract. During pendency of the Contract, if Client finds that the T&E brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. Such T&E shall include but not limited to testing and diagnostic instruments if required. In case of failure to arrange and maintain the necessary T&E, Client reserve the right to take punitive action as per the Contract which includes and is not limited to imposition of liquidity damages, termination of contract and forfeiture of Performance Security."



SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

----- Sub-Contracting is not allowed -----



SCHEDULE E TO BID

PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

As a part of Technical Proposal and in accordance with Schedule of Approximate Areas for Services and frequency, bidder shall provide a complete program of services with proposed resources deployment as per the table below; **1 Resources**

r	1. Resources				
Sr No.	Nature of Service	Execution Schedule	Services Execution Management Plan		
1.	Supervisory services for substation management	Round the Clock 365 days a Year (Including Holidays and Weekends)			
2.	Electrical maintenance services for Main Bank Building at I.I. Chandigarh Road	Monday to Sunday 8:00AM – 4:30 PM			
3.	Electrical maintenance services for BSC House, at I.I. Chandigarh Road	Monday to Sunday 8:00AM – 4:30 PM			
4.	Electrical maintenance services for Museum at I.I. Chandigarh Road	Monday to Sunday 8:00AM – 4:30 PM			
5.	Electrical maintenance services for LRC & Mosque at I.I. Chandigarh Road	Monday to Sunday 4:00PM – 12:30 AM			
6.	Electrical maintenance services for main Substation at I.I. Chandigarh Road	Monday to Sunday 4:00PM – 12:30 AM			
7.	Electrical maintenance services for main Substation at I.I. Chandigarh Road	Monday to Sunday 3:30AM – 12:00AM			
8.	Electrical maintenance services for main Distribution room of Main bank building at I.I. Chandigarh Road	Monday to Sunday 12:00AM – 8:30 AM			
9.	Electrical maintenance Services for BCP Backup site and guest house at KDA Scheme-1	9:00 AM – 5:30 PM (Mon – Thursday, Saturday) 9:00 AM – 6:00 PM (Friday) (06 days per week)			
10.	Electrical maintenance Services for Bank House.	8:00AM – 4:30 PM (06 days per week) (Client may adjust timings of service points as per their requirement but not exceeding the Weekly working hours)			
11.	Electrical maintenance Services for Lalazar Hostel & SBP Huts	9:00 AM – 5:30 PM (Mon – Thursday, Saturday) 9:00 AM – 6:00 PM (Friday) (06 days per week)			

Note: For serial 1 to 11 (Client may adjust timings of service points as per their requirement but not exceeding the Weekly working hours)

For Serial 1 to 8 services are required on holidays and weekends as well



SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

----- Sub-Contracting is not allowed -----



(Bidding Documents-Section-VI-Part-2)

Section VI – CONDITIONS OF CONTRACT



1. Gener	ral Provisions	
	finitions	1.1.1. Unless the context otherwise requires, the following terms
		whenever used in this Contract have the following
		meanings:
		a) "Applicable Law" means the laws and any other
		instruments having the force of law in the Islamic
		Republic of Pakistan.
		b) "Authorized Officer" means the person notified by
		SBP BSC to act as the officer in-charge for the purpose
		of the implementation of Contract and named as such
		in the Work Order or Letter of Acceptance.
		c) "Confidential Information" means all information
		(including copies" however disclosed including any
		Intellectual Property Rights (IPR), documents, ideas,
		computer programs, specifications, plans, drawings,
		pricing, marketing and customer information,
		information relating to market opportunities or
		business affairs and any other information marked or
		by implication, confidential or of commercial value.
		d) "Client / SBP BSC" means SBP Banking Services
		Corporation, that signs the Contract for the Services
		with the selected Service Provider.
		e) <u>"Contract"</u> means the legally binding written
		agreement signed between the Client and the Service Provider, which includes all the attachments and
		appendices thereto, and all documents incorporated
		by reference therein.
		f) "Day" means a Gregorian calendar day unless
		indicated otherwise.
		g) "GCC" means these General Conditions of Contract;
		h) "Government" means the Government of the Islamic
		Republic of Pakistan ;
		i) "Party" means the Client or the Service Provider, as
		the case may be, and "Parties" means both of them;
		j) "Services" means the work to be performed by the
		Service Provider under this Contract.
		k) "Service Provider's Bid" means the completed
		Bidding Documents submitted by the Service
		Provider to the Client
		l) "SCC" means the Special Conditions of Contract by
		which the GCC may be amended or supplemented;
		m) "Specifications" means the specifications of the
		service included in the Bidding Documents submitted
		by the Service Provider to the Client n) "Service Points" are the number of locations of
		services where service provider is required to
		provide uninterrupted services, simultaneously.
		o) "Service Provider " means the person whose
		tender/bid has been accepted by the Client and the
		legal successors in title to such person, but not (except
		with the consent of the Employer) any assignee of such
		person.
		p) "Service Provider's Employee " employees of the

GENERAL CONDITIONS OF CONTRACT (GCC) А.

1954at PARTIN

	Service Provider.
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 1.5. Location	 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. 1.5.1. The Services shall be performed at such locations as are
	specified in at Section VI-Part-1. 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.
1.7. Instructions, ,Inspection and Audit by the Client	 1.7.1. The Service Provider shall carry out all instructions of SBP BSC communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located. 1.7.2. The Service Previder shall upon reasonable notice by the
	1.7.2. 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	1.8.1. The Service Provider shall organize to 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.
	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.
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of SBP BSC for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by SBP BSC.
1.10. Services	1.10.1.The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
1.11. Service Execution Schedule	1.11.1.The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. however, reserves the right to make adjustments, samges, alterations in the service timings depending
For Bidder (Sign and Stamp)	For Bank (Signation)

 requirements of the Client which will be communicated to the Service Provider from time to time. 1.11.2.The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider thas to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment. 1.11.3.If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services in such a manner as necessary for the execution of the Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to secute the services beyond the services as chedule to perform his contractual obligations under the Contract. 1.11.5.If, for any reason beyond the reasonable control of the Service Provider is becomes necessary to replace any of its representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall arrange for a replacement. 1.12.1 The Service Provider shall actend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract. 1.13. The Service Provider shall be exclused of during the currency of the Contract. 1.14. The Service Provider shall allow professional official etiquete, industry best practices and adequate standards of hygiene while execution of the services. The Service Provider shall be services as mentioned in the Contract. 1.13. Seponsibilities, Liabilities and 1.14. The Service Provider shall lexecute an		1
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interests or business;		
		interests or business;

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1.13.3	The Service Provider/or their resources to hold requisite
	power, authority and valid license and authority to carry
	out the Contract and deliver Services mentioned in the
	Contract. The Service Provider shall obtain or renew all
	permits, NOCs, licenses, certificates or registrations etc.
	that may be required to perform the Services under this
	Contract.
1.13.4	The Service Provider shall bring at site all equipment
	including but not limited to those specified in the Contract
	necessary to carry out the services under the Contract. The
	Service Provider shall ensure the equipment remain in
	working order.
1.13.5	The Service Provider shall adhere to all directions of Client
	and observe security protocol as per Client's requirement
	for execution of services like security clearance of its
	employees, etc. for which documents / data shall also be
	provided to Client. The Service Provider warrants that its
	employee(s) have no criminal record and shall not indulge
	in any criminal activity. The Service Provider agrees that if
	Client is not satisfied with the services of its resources for
	execution of services, necessary replacements will be
	arranged and Client shall have exclusive right to not accept
	the services of any service provider resource.
1.13.6	Any breach by Service Provider of this Clause, shall
	constitutes a material breach of the Contract and may lead
	towards Termination as per Clause-2.6.2 In addition, Client
	shall be entitled to require Service Provider to (a) remedy
	the breach at its cost; (b) pay for it to be remedied; or (c)
	repay all amounts already paid for the defective Services.

2. Commencement.	Completion, Modification, and Termination of Contract
2.1. Effectiveness	2.1.1. This Contract shall come into effect on the date the Contract is
of Contract	signed by both parties or such date as may be stated in the SCC
	or work order.
2.2. Duration of	2.2.1. The duration of this contract shall be twelve (12) months,
Contract	renewable for further two years on mutual consent on the same
	rates, terms and conditions subject to clause 5.2 or any other
	clause of this Contract.
2.3. Extension of	2.3.1. The Contract may further be extended on same rates, terms and
Contract	conditions (subject to clause 5.2 or any other clause of this
	Contract) for a period suitable to SBP BSC to call new tenders
	and award of a fresh contract.
2.4. Modification/	2.4.1. Modification of the terms and conditions of this Contract,
Variations	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	2.5.1. Definition
Majeure	For this Contract, "Force Majeure" means an event that is
	beyond the reasonable control of a Party and which makes a
	Party's performance of its obligations under the Contract Party
	impossible or so impractical as to be considered impossible

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	 under the circumstances. The Party affected by Force Majeure shall on the occurrence of the 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 may terminate this contract as per clause 2.6 of the Contract because of Force Majeure. 2.5.2. No Breach of Contract 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; 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.
	2.5.3. Extension of Time
	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.
2.6. Termination	2.6.1. By the Client
	The Client may terminate this Contract, by not less than
	fourteen (14) 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 (g) of this Clause
	2.6.1 :
	a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract,
	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's employees commit a serious
	crime within the premises which can result in police
	action under Penal Code of Islamic Republic of Pakistan.
	f) if the Service Provider does not maintain a Performance
	Guarantee under Clause 3.12
	g) if Service Provider materially or consistently breaches the Contract including failure to correct performance
	deficiencies as mentioned under the Clause 7.2 .
	h) Client in its sole discretion, may terminate the Contract, in
	whole or in part, at any time for its convenience. The
	notice of termination shall specify that termination is for
	the Client's convenience, the extent to which performance
	of the Service Provider under the Contract is terminated,
	and the date upon which such termination becomes effective.
	2.6.2. By the Service Provider
	The Service Provider may terminate this Contract, by particular
	than sixty (60) days" written notice to the Client, suga notice

	to be given, 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.
2.6.3.	Payment upon Termination
	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:
	a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;
	 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.
	c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security.
	d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.

3. Obligations of the Service Provider		
3.1. General		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
	3.1.2.	providers or third parties. The Service Provider will ensure continuity of services without interruption as per requirement.
	3.1.3.	In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.
	3.1.4.	The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.
	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.
	3.1.6.	The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5 th of each month and shall maintain verifiable evidence of such disbursement(s). 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.
3.2. Indemnity	3.2.1.	The Service Provider agrees to indemnify the Clipper and hold it harmless against all liabilities, including judgements
For Bidder (Sign and Stamp)		For Bank (Signary Parint)

3. Obligations of the Service Provider		
	3.2.2.	and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract. Any claims of service provider's current employees or ex- employees, or associates, or their heirs whether against the
		Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity.
	3.2.3.	Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.
	3.2.4.	Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest,
	3.2.5.	fines or penalties thereon All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency,
		autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his
		employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.
3.3. Conflict of	3.3.1.	Service Provider and Service Provider's employee (s)
Interests		Not to Benefit from Commissions and Discounts. 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.
	3.3.2.	 Prohibition of Conflicting Activities a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
3.4. Confidentiality	3.4.1.	Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the
	3.4.2.	process, until the announcement of the result of evaluation. The Service Provider 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.
	3.4.3.	In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider

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3. Obligations of the Service Provider			
the Bank may reject its bid and/or terminate the contract			
	Service Provider.		
3.5. Contractual Liability Insurance	3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of SBP BSC and third Party due to the		
	 negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP BSC. In case of failure, SBP BSC reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank. 3.5.2. The Service Provider shall indemnify and keep indemnified SBP BSC, at all times against any loss, claim, damage, charge occurred to SBP BSC due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify SBP BSC regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to gay the SBP BSC's claim shall authorize SBP BSC to deduct the claimed amount from the amount payable to Service Provider. 		
3.6. Service Providers' Actions Requiring Client's Prior	 3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; 		
Approval	c) any other action that may be specified in the SCC.		
3.7. Independent Service Provider Status	 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. 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. 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 posted by the Service Provider at any of the premises of SBP BSC for performance of this created. 		

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3.8. Compliance with all the Regulatory	3.8.1.The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to:
Regulatory	under Labor Laws which includes but not limited to:
Requirement	f. Payment of at-least minimum
	wages/salaries/remuneration as notified by the
	respective Government.
	g. Ensure EOBI/Social Security registration of its
	resources and regular payment of contributions.
	h. Group Life and Medical Insurance.i. Casual, medical and maternity or any other leaves as
	per applicable laws.
	j. Any other requirement as applicable under the
	relevant law.
	3.8.2. The Service Provider will ensure that the terms and
	conditions of employment/ service of its employees are
	compliant and in accordance with the applicable labor laws
	existing in Pakistan and any of the Provinces in Pakistan.
	3.8.3. The Service Provider shall take all practicable steps to ensure
	that all of its resources comply with the Applicable Law.
3.9. Reporting	3.9.1. The Service Provider shall submit to the client the reports
Obligations	and documents specified in the Bidding document or
	otherwise, as and when required by the client.
3.10. Documents	3.10.1.All, reports, and other documents and software submitted (if
Prepared by the	any) by the Service Provider under Clause 3.9 shall become
Service	and remain the property of the client, and the Service
Providers to Be	Provider shall during the execution of Contract and in any
the Property of the Client	case not later than upon termination or expiration of this
the chent	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.
	Future use of these documents by the Service Provider shall
	be subject to approval of Client.
3.11. Penalties /	3.11.1.For each deficiency and poor service, SBP BSC will impose a
Liquidated	penalty amounting up to 1.5 times of its daily respective
Damages	services fee (i.e. monthly fee of respective services for
	ongoing year/30) per event without prejudice to any other
	remedy or relief available to SBP BSC under the Contract and
	/ or applicable law. The deduction of the penalty does not
	relieve the Service Provider to provide services as mentioned
	in the Agreement.
	3.11.2.In addition to the above penalty, the SBP BSC would be
	entitled to deduct actual cost of repairing or replacement
	thereof, if damage occurs to any property of SBP BSC and / or
	third party due to any fault on the part of the Service
	Provider.
	3.11.3. Without prejudice to above, the Service Provider shall have
	to deploy extra resources, to meet the service quality
	standards at no extra cost to SBP BSC as and when required.
	3.11.4. Client may impose penalty equal to 1/30 of the respective
	monthly invoice in case of non-disbursement of

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3. Obligations of the Second	ervice Provider
	salaries/wages/remuneration within the date specified in
	the Contract.
3.12. Performance	3.12.1. The Service Provider shall furnish a Performance Guarantee
Guarantee	equal to 5% of the Contract Price stated in Letter of Award /
	Acceptance in the shape of Bank Guarantee/Bank draft issued
	from schedule bank in Pakistan, which will be valid 28 days
	beyond the Contract Period. Notwithstanding anything
	contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services
	Provider fails to perform its obligations under the Contract.
3.13. Early	3.13.1.The Service Provider shall warn SBP BSC in writing at the
Warning by the	earliest opportunity of specific likely future events,
Service Provider	problems or circumstances whether on Service Provider's
	part or on SBP BSC's part, that may adversely affect the
	quality of Services. The Service Provider should also
	provide the details of likely corrective measures required.
	3.13.2. SBP BSC shall evaluate and decide the corrective measure to
	be adopted as soon as reasonably possible.
	3.13.3.If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the
	consequences thereof.
3.14. Declaration	3.14.1. 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 SBP BSC through
	any corrupt business practice.
	3.14.2. The terms and conditions and the Schedules thereto
	represent the entire Contract and understanding between
	SBP BSC and the Service Provider, in relation to the subject
	matter hereof and supersede all previous agreements
	and/or understandings between the parties in relation
	thereto.
	3.14.3. If any provision of the Contract is found by any court or
	competent authority to be invalid, unlawful or
	unenforceable, that provision shall be deemed not to be a
	part of the Contract and it shall not affect the enforceability
	of the rest of the Contract.
	3.14.4. Unless expressly provided, no term of this Contract is
	enforceable by any third party.
	3.14.5. This Contract is personal to Service Provider and Service
	Provider shall not assign or subcontract any of its rights or
	obligations under it without SBP BSC's prior written consent.
	Any subcontracting shall be on terms consistent with these
	Conditions.
	3.14.6. The Contract shall be governed by the laws of Pakistan and
	Service Provider and SBP BSC agree to submit to the
	_
	exclusive jurisdiction of the courts in Pakistan.
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4. Scope of services	i		
4.1. Description of		4.1.1. The scope	e of services to be performed by the Service
to be performed by the		-	are described at Section VI-Part-1.
Service Provider		11001000	
	-		
	5.	Obligations of	the Client
5.1. Provide	5.1.1. The		e request of Service Provider, provide the
information	information on the code of conduct and security procedures.		
about the			ediately notify the Service Provider of any
code of	cha	nges to the same	during the continuance of this Contract.
conduct		0	
5.2. Change in	5.2.1.If a	change occurs to	any Federal and/or Provincial Law or any
the		-	w, notification of any local or other duly
Applicable	_	=	, or the introduction/revision of any such
Law		-	
		=	ncial Law, regulation or bye-law especially
			revision in minimum wage or any other
		0	the labor force, notification which causes
	add	ition or reduction	n in the cost of Service such additional or
	redu	uced cost shall be	e added to or deducted from the Contract
	Pric	e as per following	procedure:
	a. A	Adjustable Portio	on of Bid Price (AP)
		-	hly wage
			oyees Old Age Institution (EOBI)
		-	Employees Social Security Institution
	(SESSI) iv. Annual Leave Amount		
	v. Gratuity		
	v. Gratuity vi. Sales Tax on Services		
	b. Non-adjustable Portion of Bid Price (NAP)		
	i. Group Life Insurance ii. Medical Insurance		
			of Equipment
			of Uniform
			head
		vi. Profi	
	_		me Tax
			be made only on adjustable portion as per
	following	equation:	
	P1= Mr -	+ Sr + Er + Gr+ Al	L(r)+ STr + NAP
	Where:		~ /
		d monthly amount)	Payable to the Service Provider.
	Mr (Revise	d Wage)	Mx+(Wn-Wo)
		l Social security)	Will be calculated as per applicable law
	Er (revised		As notified from time to time
	Gr (Gratuity) will be calculated as per applicable law AL(r) Annual Leave amount will be calculated as per applicable law		
		ial Leave amount Fax on Services)	will be calculated as per applicable law will be calculated as per applicable law
	Base Price	-	- min be calculated as per applicable law
		quoted by bidder	
			e time of bid submission
		rice Indices	
	wn is Revis	sed monthly minimun	n wage rate

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	5.2.2. The Service Provider shall substantiate price adjustment bill with		
	supporting relevant documents including government		
	notifications etc. in evidence.		
5.3. Services and	5.3.1. The Client shall make available to the Service Provider the		
Facilities	Services and Facilities, if any provided in the Contract.		
5.4. Assistance	5.4.1. No assistance regarding exemption will be provided by the		
and	Client.		
Exemptions			
5.5. Access To	5.5.1. Before the commencement of the Contract, SBP BSC will		
The	provide access of Service Provider and Service Provider's		
Buildings/	employee(s) (after verification and clearance by the police or		
Premises	other investigation agency as per SBP BSC Security Protocol), to		
And Stores	all concerned parts of the buildings/ Premises where Services		
	are to be provided under the Contract.		
	5.5.2. The Service Provider shall allow and ensure easy access of		
	authorized person(s) of SBP BSC to his office, store or other		
	areas under his control while providing the Services under the		
	Contract.		
5.6. Performance	5.6.1. SBP BSC will provide a Performance certificate during		
/ Completion	pendency of Contract and completion Certificate after		
Certificate	completion of Contract to the Service Provider on his written		
	request.		

6. Payments to the	e 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	6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions.		
	6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.		
6.3. Payment for Additional Services	6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of SBP BSC at any time. SBP BSC shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:		
	Monthly charges as per proposed management plan / (9 hours) 30		
6.4. Terms and Conditions of Payment	6.4.1.The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.		

6. Payments to the	e Service Provider
	6.4.2.In case of unavailability of services, SBP BSC will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:
	Monthly charges as per the PriceResources as per proposed management planNumber of days for which services remained unperformed
	 6.4.3.Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of SBP BSC on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client. 6.4.4.With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.
6.6. Taxes and Duties	6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.
	6.6.2 The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

	7. Quality Control
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
7.2. Correction of Defects, and Penalty for Lack of	7.2.1. SBP BSC shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.
Performance	7.2.2. The SBP BSC's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, SBP BSC will impose a penalty as per Clause 3.11.
	7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, SBP BSC may issue notice to the Service Provider.
	7.2.4. If the Service Provider fails to deliver the Services 25 , 1
For Bidder (Sign and Stamp)	Civil MAINTENANCE For Bank (Signature)

7. Quality Control		
	flagrantly neglecting to comply with any of his obligations under	
	the Contract, SBP BSC may after giving the 14 days' notice to	
	Service Provider terminate the Contract. Notwithstanding	
	anything in contained in the Contract and / or applicable law,	
	the Performance Guarantee shall be forfeited and SBP BSC shall	
	also debar the Service Provider from participation in future	
	Contracts.	

	8. Resolution of Disputes
8.1. Disputes	8.1.1. If any dispute arises between the parties (Service Provider and
Resolution	SBP BSC), regarding the performance of the Services or anything
Procedure	contained in the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by the competent authority at SBP BSC who will examine the matter in
	detail and give a decision.8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.

9. Health, Safety, Utilities, First Aid Facilities			
9.1. Health,	9.1.1. The Service Provider shall comply with all statutory and		
Safety,	regulatory requirements related to Health, Safety, Environment		
Environment	and Security (HSE&S) as well as SBP BSC's instructions	-	
and Security	procedures or policies related thereto, at no additional cost to		
(HSE&S)	SBP BSC. The costs of supplying and/or doing all such things		
	required for the purpose as per industry practice shall be		
	deemed to be included in the amounts payable under this	;	
	Agreement to the Service Provider.		
	9.1.2. SBP BSC may periodically check the Service Provider's		
	compliance with standard HSE&S practices and conduct safety		
	inspections as and when it deems fit. The Service Provider shall		
	ensure that SBP BSC's recommendations and industry standards	3	
	in this regard are implemented without any delay.		
	9.1.3. The Service Provider shall provide SBP BSC information about		
	its working practices, materials and equipment and shall		
	operate in a manner which does not compromise SBP BSC's		
	security or environment standards and the safety and health of		
	its employees and other people. The Service Provider shall also		
	provide SBP BSC with any information which it may have related to a potential or actual security threat to SBP BSC.	1	
	9.1.4. The Service Provider shall certify in writing that its personnel	1	
	are fully trained to execute the Services safely and shall ensure		
	that they understand all risks and hazards associated with the		
	Services.	;	
	9.1.5. The Service Provider shall pay special attention to the following	7	
	environmental protection measures:	,	
	a) Use of clean fuels to minimize air polluting emissions.		
	b) Control of other air pollutants.		
	c) Recovery and recycling of usable materials.		
	d) Control of vehicle noise.		
	e) Control of noise from power facilities.		
	f) Limitation of Vibrations.	~~	
	g) Preservation of natural land to the extent possible.	-	
For Bidder (Sign and Stamp)	For Bank (Signature)		
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		h) Preservation of archaeological Sites.
		i) Careful handling, storage and utilization of hazardous
		radioactive materials, toxic chemicals etc.
	9.1.6.	SBP BSC reserves the right to terminate this Contract without
		notice to the Service Provider in the event of violation of any of
		the above instructions by the Service Provider and related
		HSE&S requirements of SBP BSC communicated to the Service
		Provider from time to time.
9.2. Electric	9.2.1.	Water and electric power for rendering the services under the
Power		Contract will be provided by SBP BSC. Expense regarding the
Supply,		required cables/wires, switches etc. for Service Provider's
Water		tools/ equipment shall have to be borne by the Service Provider.
Supply,		The Service Provider shall make his own arrangement at his
Telephone		own expenses for the telephone, computer and fax etc. Cabinets
etc.		for storage of Service Provider's tools/ equipment etc. shall be
		arranged by the Service Provider and placed at location
		allocated by SBP BSC.
9.3. First aid	9.3.1.	The Service Provider shall provide its resources with free first-
Facilities		aid facilities and treatment at the premises and shall, for this
		purpose, keep a properly equipped first aid kit at the premises.
	•	

	10. Corrupt and Fraudulent Practices		
10.1. Corrupt &	10.1.1.The Client requires compliance with its policy regarding		
Fraudulent	corrupt and fraudulent practices. In pursuit of this policy, the		
Practices	Client follows, inter alia, the instructions contained in Rule		
	2(1)(f) of PPR 2004 which defines:		
	<i>i. "corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including,-		
	<i>ii. "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;		
	 <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; 		
	 <i>iv.</i> "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>v. "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 		
	vi. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"		
10.2. Mechanism	10.2.1. The client will terminate the contract if it determines that the		
Blacklisting	Service Provider recommended for award has, directly or		
and cross-	through an agent, engaged in corrupt, fraudulent, collusive of		
debarring	coercive and obstructive practices in competing		
	contract in question;		

[
	 10.2.2. 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 10.2.3. 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. 									
	NATURE OF OFFENSE / MEANS OF VERIFICATION FAULT									
	CorruptionActual instance verifiable as per law of land and applicable rules and regulations of SBP									
	Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.								
	FraudCross Verificationof documentary undertakings submittedby Contractor/ Bidder/Consultant/SupplierCollusionResults of Bid/Proposal analysis resulting in substantive evidence of collusionPerformance DeficienciesDocumented erformance deficienciesevidence in form of performance deficienciesOutput DeficienciesDocumented performance 									
	However such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.									
10.3. Beneficial		vnership information								
Ownership		/works worth Rs.50M or above, the bidder shall								
information	-	eficial Ownership information on the prescribed are to provide the required information of the								
		vnership by the company or submission of false or								
	partial inforr	nation, the procuring agency shall:								
		dist the said company in accordance with rule								
	19(1)(a) of Public Procurement Rules, 2004,ii. Reject the bid of the said company.									



SPECIAL CONDITIONS OF CONTRACT (SCC)

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								
1.1.1(b)	The Client is SBP BSC HEAD OFFICE, KARACHI								
1.1.1(c)	The Service Provider is [insert name]								
1.1.1(d)	The Title & Reference of the procurement is;								
	Continuous and Uninterrupted Management Services of Substation and building sELECTRICAL SERVICES at SBP Main Building Complex, Bolton Market Building, Bank House, KDA BCP Site and SBP Huts Karachi								
	Reference No: HOK-E-135								
1.5	The addresses are:								
	Client: SBP Banking Services Corporation (BSC) Head Office Karachi								
1.6	The Authorized Representatives will be nominated in the Work order.								
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan.								
	The Performance Security would remain valid 28 days beyond the contract expiry date.								
6.5	Payment shall be made in Pak Rupees.								
8.1.2	Place of arbitration would be Karachi.								



STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by SBP BSC. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities.)



<u>SECTION VIII- Contract for Continuous and Uninterrupted Management Services of</u> <u>Substation and building SELECTRICAL SERVICES at SBP Main Building Complex,</u> <u>Bolton Market Building, Bank House, KDA BCP Site and SBP Huts Karachi</u>

This Contract ______ at SBP Banking Services Corporation Head office is made at Karachi the _____ day of the month of _____ 202_.

BETWEEN

SBP Banking Services Corporation established under SBP Banking Service Corporation Ordinance 2001, having its office located at ------- represented by the ______ (hereinafter referred as "**SBP BSC"**) (which expression, wherever the context so required, shall include its heirs, executers, assigns, and administrators as the case may be). of the First Part.

AND

M/s. _______ a partnership, firm, company having its office located at ______represented by Mr.______, an adult, resident of _______(hereinafter referred as "Service Provider") (which expression, wherever the context so required, shall include its heirs, executers, assigns, and administrators as the case may be) of The Second Part.

WHEREAS SBP BSC is desirous of ______ from an independent Service Provider for which purpose SBP BSC issued an Invitation to Bid (ITB) No. $ED/_/$ calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

AND WHEREAS the Service Provider submitted its bid in response to the SBP BSC's ITB and the bid of the Service Provider has been accepted by SBP BSC, where after, SBP BSC has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to SBP BSC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this contract at an agreed contract price. NOW THEREFORE the parties hereto agree as follows:

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

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)



The mutual rights and obligations of SBP BSC and the Service Provider shall be as set forth in the Conditions of Contract and Invitation to Bid (ITB), in particular:

- **a)** The Service Provider shall carry out the Services only through its regular / contracted employees, 'in accordance with the provisions of the Conditions of Contract and ITB; and
- **b)** SBP BSC shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

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 _____

[Authorized Representative] (Name, Designation and signature) Witness-1:

igned by:	
NIC #:	
Vitness-2:	
igned by:	_
NIC #:	

For and on behalf of _____

[Authorized Representative] (Name, Des	signation, Signature, CNIC Number)
Witnesses-1:	
Signed by:	_
CNIC # :	
Witness-2:	

Signed by:	

CNIC #:



(INTEGRITY PACT)

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

Contract No._____ Dated _____ Contract Value: _____

Contract Title: _____

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

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

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

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

Name of Buyer:	Name of Seller/Supplier:					
Signature:	Signature:					
[Seal]	[Seal]					



FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

Guarantee No	
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Executed on ____

(Letter by the Guarantor to SBP Banking Services Corporation) 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 ______ (Name of Contract) for the ______ (Name of Project).

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.

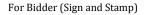
Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our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

For Bank (Sig



SBP BANKING SERVICES CORPORATION (BSC)



CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF SUBSTATION AND BUILDING ELECTRICAL SERVICES

AT

SBP MAIN BUILDING COMPLEX, BOLTON MARKET BUILDING, BANK HOUSE, KDA BCP SITE AND SBP HUTS KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

Sept, 2023



Section V-Form for Financial Bid

Form-I Financial Bid Submission Form (Financial Bid Submission Form) (ON SERVICE PROVIDER'S LETTERHEAD)

Date: ____

To:

SBP Banking Services Corporation, Head Office

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 Tender Documents 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 **IB.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 _____ 202__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Form II - Price Schedule **The Financial Bid**

The bidders must quote the rates for various services mentioned in tender documents, nature of services/service execution area, scope of services and other requirement mentioned in the tender documents Vol-I;

	DETAILED BREAKUP OF FINANCIAL BID													
S.No.	Name of Service	Annual Charges (Rs)	Total Monthly Charges (Rs)	Services Tax @ % (Rs)	Sub-Total (Rs)	Proposed Resources Deployment	Sub-Total (For each resource) (Rs)	Medical Insurance (Rs)/Unit	Group Life Insurance (Rs)/Unit	EOBI (Rs)/Unit	Social Security (Rs)/Unit	Wage (not less than govt. notified) (Rs)/Unit	Profits, overheads, cost of uniform, equipment and paid leaves (Rs)/Unit	Profits, overheads, cost of uniform, equipment and paid leaves (Rs) Per month
			For each resource											
		А	B=A/12	C=B x (Tax rate/(100+Tax rate))	D=B-C	Е	F=D/E	G	Н	Ι	1	К	L=F-G-H-I-J-K	M=L x E
	(Supervisory Services) Fee													
2	(Electrical services) Fee													
Total Fee for One Year (Rs) =														

Note:

1. All duties, taxes, liabilities including overheads, transportation charges etc. 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. All applicable taxes shall be deducted by SBP BSC at source and no claim in this regard shall be entertained.

Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services. 2.

3. Since participating bidders are required to ensure compliance with relevant laws, therefore, SBP BSC may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.

4. While assessing the economic viability, if SBP BSC found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, SBP BSC reserves the right to reject such bid/s.



