



Bidding Documents

Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)

(National Open Competitive Bidding under Single Stage Two Envelope Procedure of PPR-2004)

February 2023

VOLUME I - BIDDING & CONTRACT DOCUMENTS

- SECTION I – INSTRUCTIONS TO BIDDERS
- SECTION II – BID DATA SHEET (BDS)
- SECTION III– FORMS FOR TECHNICAL PROPOSAL
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- SECTION VI (PART 1) – SPECIFIC SERVICES DATA/ SCOPE OF SERVICES
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VOLUME I
(Bidding & Contract Documents)





SBP BANKING SERVICES CORPORATION

Invitation to Bid (ITB)

ITB No. GSD (Proc. II)/Security & Search Services/7708/2023

SBP Banking Services Corporation (SBP BSC) invites sealed bids from eligible Bidders registered with relevant tax authorities and who appear on the Active Taxpayers List of FBR for following services;

Package #	Procurement Title
Package 1	Security & Search Services for SBP BSC, Head Office, Karachi
Package 2	Search Services for SBP BSC North Cluster Offices (Rawalpindi, Islamabad, Peshawar, D.I. Khan, Muzaffarabad)
Package 3	Search Services for SBP BSC Central Cluster Offices (Lahore, Sialkot, Faisalabad, Gujranwala, Multan, Bahawalpur)
Package 4	Search Services for SBP BSC South Cluster Offices (Karachi-I.I. Chundrigar Road, North Nizamabad, Hyderabad, Sukkur, Quetta)

The interested bidder can participate in any or all of the packages mentioned above. Moreover, the evaluation and award of the contract for each package will be carried out separately.

Bidding Documents containing detailed Description of Services, Terms & Conditions, etc. can be obtained free of cost via email request at gsd.proc2@sbp.org.pk along with the NTN registration certificate or downloaded directly from the SBP website www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents, including any addenda posted on the SBP website, shall prevail.

A Pre-Bid meeting for each package will be held via Zoom Meeting Applications on **February 17, 2023**. The Meeting Time, ID & Passcode are given in the Bidding Documents.

The bids prepared in accordance with the instructions provided in the Bidding Documents must be submitted in a hard copy (in person or by post) on or before the bid submission deadline given below;

Package #	Procurement Title	Bid Submission Deadline	Bid Opening Schedule
Package 1	Security & Search Services for SBP BSC, Head Office, Karachi	01-03-2023 11:00 AM	01-03-2023 11:30 AM
Package 2	Search Services for SBP BSC North Cluster Offices	01-03-2023 12:00 PM	01-03-2023 12:30 PM
Package 3	Search Services for SBP BSC Central Cluster Offices	01-03-2023 03:00 PM	01-03-2023 03:30 PM
Package 4	Search Services for SBP BSC South Cluster Offices	01-03-2023 04:00 PM	01-03-2023 04:30 PM

All submitted bids will be opened as per the specified schedule above at the HMR/LRC, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, in the presence of representatives of bidders who may choose to be present. This advertisement is also available on websites: www.sbp.org.pk & www.ppra.org.pk

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



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SECTION I – INSTRUCTIONS TO BIDDERS

A. Introduction	
1. Scope of Bid	<p>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).</p> <p>1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.</p> <p>1.3. The procurement title, reference number, method and procedure are specified in the BDS.</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all Bidders who meet the qualification criteria given in Bidding Documents.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the SBP BSC for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A Bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules-2004 (PPR-2004), shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any Bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the SBP BSC, as the SBP BSC shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All Bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p>



A. Introduction	
	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 Documents	
6. Content of Bidding Documents	<p>6.1. The contents of the Bidding Documents subscribe to Rule 23 of PPR-2004 are as given below. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ul style="list-style-type: none"> i. Invitation to Bid 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 <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit 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.</p>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC in writing at the given address and by one of the means indicated in the BDS. SBP BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the SBP BSC's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the SBP BSC</p> <p>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 Public Procurement Rules 2004 (Rules), such issue should be raised as soon as possible. Any party may file its written complaint</p>



B. Bidding Documents	
	<p>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 Rules, the same shall be addressed by the <u>Grievance Redressal Committee (GRC)</u> constituted under Rule 48 of the PPR-2004 well before the Bid submission deadline.</p> <p>7.3. As specified in the BDS, 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.</p>
8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, SBP BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>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 to all the Bidders who have obtained the Bidding Documents from SBP BSC. SBP BSC shall promptly publish the Addendum at the SBP website (www.sbp.org.pk).</p> <p>8.3. Provided that the Bidder who had either already submitted their bid 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.</p> <p>8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum has been taken into account by the Bidder in its bid.</p> <p>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 of bids consistent with the provision of Rule 27 of PPR-2004.</p>



C. Preparation of Bids	
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 Comprising the Bid	10.1. The bid submitted by the Bidder shall comprise the following: <ul style="list-style-type: none"> i. Forms for Technical Proposal under Section III ii. Documents related to Minimum Eligibility/ Qualification Criteria under Section IV iii. Forms for Financial Proposal under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original 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.
11. Bid Prices	11.1. The Bidder shall quote rates and prices for all items of 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, indirect 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 Tax Authorities. 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 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.
13. Bid Validity	13.1. Bids shall remain valid for a period specified in the BDS. 13.2. In exceptional circumstances, SBP BSC may request the Bidders to extend the bid validity period for an additional period. The request



C. Preparation of Bids	
	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 extension, and in compliance with ITB Clause 14 in all respects.
14. Bid Security	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank; ii. be substantially in accordance with one of the forms 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 security. <p>14.2. The bid security may be forfeited:</p> <ol style="list-style-type: none"> i. If a Bidder withdraws its bid during the period of bid 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 case of most advantageous Bidder, if he fails to: <ol style="list-style-type: none"> 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
15. Format and Signing of Bid	15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS , clearly marking each one as " ORIGINAL BID " and " COPY NO. 1. " In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.



C. Preparation of Bids	
	<p>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 put signatures on all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.</p> <p>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.</p> <p>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.</p> <p>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 signed by the person or persons signing the bid.</p>

D. Submission of Bids	
16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [Number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the SBP BSC at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].”</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the SBP BSC will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by SBP BSC at the address specified in the BDS, no later than the bid submission deadline specified in the BDS. Bids submitted through telegraph, telex, fax or e-mail shall not be</p>



D. Submission of Bids	
	<p>considered. Any bid received by SBP BSC after the deadline for submission prescribed in the Bid Data Sheet will be returned unopened to such Bidder.</p> <p>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 SBP BSC and the Bidders previously subject to the original deadline will then be subject to the new deadline.</p>
18. Late Bids	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by SBP BSC after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the SBP BSC before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid can be modified after the deadline for submission of bids.</p> <p>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.</p>

E. Bid Opening and Evaluation	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the Bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
21. The process to Be Confidential	<p>21.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004.</p> <p>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.</p> <p>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.</p>



E. Bid Opening and Evaluation	
	<p>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.</p> <p>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.</p>
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and 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 Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ol style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security 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 Proposal under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the Bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ol style="list-style-type: none"> i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of SBP BSC there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of price



E. Bid Opening and Evaluation	
	<p>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.</p> <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 14.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The Technical Proposals of the only qualified Bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. SBP BSC will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, 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:</p> <ul style="list-style-type: none"> i. Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof. ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening. <p>25.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</p> <p>25.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p>
26. Contacting the Bank	<p>26.1. Subject to Clause 22 of ITB heretofore, no Bidder shall contact SBP BSC on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by SBP BSC. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> i. Technical Evaluation Report/Results would be posted for seven days on State Bank of Pakistan's website/shared with participating Bidders.



E. Bid Opening and Evaluation	
	<p>ii. Financial / Final Evaluation Report would be posted on PPRA and SBP websites for fifteen days.</p> <p>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.</p>

F. Award of Contract	
27. Award Criteria	27.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/ Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant with applicable laws and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. SBP BSC reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, but SBP BSC will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the Bidders.
29. Bank's Right to Vary Inputs/ Outputs at Time of Award	29.1. SBP BSC reserves the right at the time of award of contract to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004 .
30. Notification of Award and Signing of Agreement	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing ("Notification of Award"), to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>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 Bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>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.</p>



F. Award of Contract	
	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 Prior to Contract Signing	31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous Bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous Bidder or if the conditions of his qualification are invalid, the next Most Advantageous Bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.
32. Performance Guarantee	32.1. After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to SBP BSC 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 SBP BSC may make the award to the next ranked Bidder or call for new Bids.
33. Advance Payment and Security	33.1. SBP BSC will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.
34. Grievances Redressal	34.1. Any Bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) , as per Rule 48 of PPR-2004 .
35. Code of Conduct	35.1. It is the SBP BSC's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the SBP BSC follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines: "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- 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;



F. Award of Contract

- iii. **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

35.2. **Under Rule 19 of PPR-2004**, the SBP BSC can inter alia blacklist the Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

35.3. **Under Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of SBP BSC management:

Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider.
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	Failed to abide with Bid Form

However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the Bidder who is to be barred and blacklisted.

35.4. The receipt for any money paid by the Bidders will not be considered as an acknowledgment of payment to the Bidder unless such receipt is signed by a duly authorized officer of the SBP BSC and the Bidder shall be solely responsible for seeing that a proper receipt is provided.

35.5. **Under Rule 7 of PPR-2004**, Bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in



F. Award of Contract

the Bidding Documents for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBP BSC.

35.6. SBP BSC's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the SBP BSC's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and termination of contract arising out of this procurement.

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 resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the Bidder to be executed for the same or another client.
- iii. A Bidder (including its Personnel) that has a business or family relationship with a member of the SBP BSC's staff who is directly or indirectly involved in any part of
 - a) the preparation of the specifications of the goods,
 - b) the selection process for such assignment, or
 - c) Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the SBP BSC.
- iv. Bidders shall not recruit or hire any agency or current employees of the SBP BSC. Recruiting former employees of the SBP BSC or other civil servants to work for the Bidders is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer



F. Award of Contract	
	confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SBP BSC by the Bidder as part of the bid.
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.
37. Beneficial Ownership Information	<p>37.1. For Services/works worth Rs. 50M or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, SBP BSC shall:</p> <p>37.2. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004,</p> <p>37.3. Reject the bid of the said company.</p>



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 Clause	Description
1.1	<ul style="list-style-type: none"> • Procurement Title: <i>Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)</i> • Reference Number: <i>ITB No. GSD (Proc. II)/Security & Search Services/7708/2023</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>“Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004.</i> <p>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. SBP BSC will evaluate the technical proposal against the eligibility & qualification criteria, without reference to the price and reject any proposal which does not conform to the specified requirements. The financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the Bidders in advance. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective Bidders.</p>
2.5	<ul style="list-style-type: none"> • A list of debarred firms and individuals is available at the PPRA website: Black List Firm of Pakistan (ppra.org.pk)
7.3	<ul style="list-style-type: none"> • The Pre-Bid meeting shall be held online on February 17, 2023, 11:45 AM (PKT) via Zoom Meeting Application. Bidders are encouraged to attend the meeting using the following details; <ul style="list-style-type: none"> ○ Join Zoom Meeting: Embedded Link ○ Meeting ID: 378 635 5343 ○ Passcode: sunnydays • In case of any related queries, please drop an email at gsd.proc2@sbp.org.pk
13.1	<ul style="list-style-type: none"> • Bid Validity period is 180 (One Hundred Eighty) days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Rs. 30,000/- (Rupees Thirty Thousand Only) in favor of SBP BSC (FTN#9022604-6) shall be enclosed <u>along with the Technical Proposal</u> in the shape of Pay Order/ Demand Draft /Call Deposit/Bank Guarantee. • 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.)



ITB Clause	Description
15.1	<ul style="list-style-type: none"> • Only One Bid is required to be submitted. • Submission of related copies is optional.
16.1	<ul style="list-style-type: none"> • The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. • The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The content of the Technical and Financial Proposal is mentioned as follows; <ul style="list-style-type: none"> <u>Contents of the Technical Proposal Envelope (Volume I)</u> <ol style="list-style-type: none"> Tech. Form I - Authorization Form for Bidder’s Representative Tech. Form II - Technical Proposal Submission Form/ Form of Bid/ Offer Letter Tech. Form III - Bank Guarantee Form for Bid Security Tech. Form IV - Technical Compliance Form Tech. Form V (a) - Affidavit for Bidder’s Blacklisting Status Tech. Form V (b) - Undertaking For Compliance of Applicable Laws Tech. Form VI - Declaration of Beneficial Owners’ Information Duly signed and stamped, Volume-I of the Bidding document All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <u>Contents of the Financial Proposal Envelope (Volume II):</u> <ol style="list-style-type: none"> Fin. Form I - Financial Proposal Submission Form Fin. Form II - Price Schedule <u>Important Note:</u> <ol style="list-style-type: none"> Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. All participating Bidders are required to submit a scanned copy of the submitted Original Technical Proposal Only after the opening of the Technical Proposal at gsd.proc2@sbp.org.pk
17.1	<ul style="list-style-type: none"> • The Bank’s address for Bid submission is as mentioned in Notice for Invitation to Bid. • 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 Bid.
20.1	<ul style="list-style-type: none"> • Bids will be opened as defined in Notice for Invitation to Bid.



ITB Clause	Description
29.1	<ul style="list-style-type: none"> Fifteen percent (15%) increase or decrease in scope of services.
32.1	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> The address of Grievance Committee is; <p style="text-align: center;"> 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 </p>



SECTION III- FORMS FOR TECHNICAL PROPOSAL

Checklist of Required Forms for Technical Proposal

FORM	DESCRIPTION	PAGE
TECH. FORM I	Authorization Form for Bidder's Representative	
TECH. FORM II	Technical Proposal Submission Form/ Form Of Bid/ Offer Letter	
TECH. FORM III	Bank Guarantee Form For Bid Security	
TECH. FORM IV	Technical Compliance Form	
TECH. FORM V (A)	Affidavit For Bidder's Blacklisting Status	
TECH. FORM V (B)	Undertaking For Compliance Of Applicable Laws	
TECH. FORM VI	Declaration Of Beneficial Owners' Information	
--	Duly signed and stamped, Volume-I of the Bidding Documents	
--	All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV	

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



(On Official Letterhead)

ITB No: ITB No. GSD (Proc. II)/Security & Search Services/7708/2023
Title: Procurement of Search Services for SBP BSC Central Cluster Offices
(Package 3)

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

Official Seal & Signature of Bidder: _____

Date: _____



(On Official Letterhead)

ITB No: ITB No. GSD (Proc. II)/Security & Search Services/7708/2023
Title: Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)

To:

The Director,
General Services Department,
SBP Banking Services Corporation
I.I. Chundrigar Road,
Karachi

Dear Sir,

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** (In case of a Bank Guarantee only).
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 _____, 2023

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



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

Over Stamp Paper

Guarantee No. _____
 Executed on _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____
 Name of Principal (Service Provider) with address: _____
 Penal Sum of Guarantee (express in words and figures) _____
 Bid Reference No. ITB No. GSD (Proc. II)/Security & Search Services/7708/2023
 Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for the **Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)** to SBP BSC; and

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

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

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

NOW THEREFORE, if the most advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within **fifteen (15) days** of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said SBP BSC for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to SBP BSC the said sum stated above upon first written demand of SBP BSC without cavil or argument and without requiring SBP BSC to prove or to show grounds or reasons for such demand, notice of which shall be sent by SBP BSC by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the



Guarantor shall pay without objection the sum stated above upon first written demand from SBP BSC forthwith and without any reference to the Bidder or any other person.

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

Guarantor (Bank)



(On Official Letterhead)

Sr.#	Description	Bidder Response (Yes/No)
1.	All the requirements mentioned in “ Section VI (Part 1) - “Specific Services Data/Scope of Services” ”.	
2.	All the stated Terms and Conditions of the Contract.	
3.	The Bid is unconditional.	

Seal and Signature of Bidder: _____

General Note

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



(On Stamp Paper of Rs. 100)

ITB No: ITB No. GSD (Proc. II)/Security & Search Services/7708/2023
Title: Procurement of Search Services for SBP BSC Central Cluster Offices
(Package 3)

Dear Sir,

- i. I/We hereby confirm and declare that I/We, M/s _____, has
 - a. neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).
 - b. never violated any of the applicable Federal/Provincial Laws of the Islamic Republic of Pakistan.
- ii. 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: _____



(On Stamp Paper of Rs. 100)

ITB No: ITB No. GSD (Proc. II)/Security & Search Services/7708/2023
Title: Procurement of Search Services for SBP BSC Central Cluster Offices
(Package 3)

Dear Sir,

- i. 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. EOBI and Social Security registration of its resources and regular payment of contributions
 - c. Gratuity
 - d. Group Life and Medical Insurance
 - e. Casual, medical and maternity or any other leaves as per applicable laws
 - f. Any other requirement as per applicable laws
- ii. I/We, M/s _____, shall issue appointment letters to my/our employees working under this contract in compliance of the above stated laws.
- iii. 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, SBP BSC shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.

Seal & Signature of Bidder: _____
Date: _____



(On Official Letterhead)

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

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

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

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

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

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



1	2	3	4	5	6	7	8
Total number of shares taken (in figures and words)							

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

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

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____



1. Basic Conditions for Qualification

- 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 Proposals of only qualified companies 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) 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 Bid. The Bidders should provide maximum information required for evaluation of their Technical Proposals.
 - e) The Financial Proposals 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 Proposals 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. Minimum Eligibility & Qualification Criteria:

2.1. General

- a) Qualification will be based on all the criteria given in paras 1.2 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.
- b) 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. Minimum Eligibility & Qualification Criteria

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

#	Minimum Eligibility & Qualification Criteria	Means of verification
1.	The bidder should be registered with relevant Tax authorities and appear on the Active Taxpayers list of FBR.	Attach copies of the relevant Tax Registration Certificate and proof of being on ATL of FBR.
2.	The bidder must possess a valid operating license to provide security services in Punjab.	Copy of License
3.	The bidder must be a member of the All Pakistan Security Agencies Association (APSAA).	Relevant Supporting Documents
4.	The bidder must appear on the PBA's panel of approved security agencies.	Relevant Supporting Documents
5.	Bid Security is required as per Clause ITB-14.	Pay Order/Demand Draft/ Call Deposit or Bank Guarantee (as per Tech. Form III of Section III)
6.	The bidder should have at least 03 contracts (ongoing or completed) cumulatively valued at Rs. 5 m (Rupees Five Million Only) within the last 03 years.	Copies of Contracts/Relevant Supporting Documents
7.	The bidder must undertake that; i. It has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority). ii. It has never violated any of the applicable Federal/Provincial Laws of the Islamic Republic of Pakistan.	Undertaking on stamp paper of Rs.100/- as per the format given at Tech. Form V (a) of Section III
8.	The bidder should submit an affidavit that the bidder will comply with labor and other applicable laws.	Undertaking on stamp paper of Rs.100/- as per the format given at Tech. Form-V (b) of Section III
<p>Note: Regarding Sr. 2-4 above, proof of <u>license/membership renewal</u> in-process would be admissible subject to a confirmation by the bidder that all such formalities would be fulfilled before the award of contract in case the bidder emerges as the most advantageous. However, the application for a <u>new license/membership in process</u> shall NOT be considered.</p>		



A. General Requirements from Service Provider

- i. The Service Provider shall clearly describe in detail the specifications of experience/standards and capability to provide security services, profiles, equipment, being offered as per the Services Execution Plan in the bidding proposal
- ii. The general requirements of services include, but are not limited to, the following;
 - Maintaining duty registers and logbooks prescribed for the service points,
 - Maintaining Gate Pass Register for outgoing materials and stores,
 - Preventing any unauthorized access inside the premises/installations,
 - Guiding visitors and professionally addressing their queries,
 - Check all personnel, baggage, and vehicles for identity before allowing entry.
 - Maintaining entry/exit log of personnel, visitors, materials, vehicles etc.,
 - Supervising Access Control at various locations inside the Bank's premises,
 - Managing the parking of vehicles inside/outside the Bank's premises,
- iii. The Service Provider shall provide services as per the TORs and the Services Execution Plan to be finalized in consultation with the Bank and shall ensure that all services are executed as per the TORs and the Services Execution Plan meticulously.
- iv. The Service Provider shall provide the required service as per the specific services requirement described in Part-II below.
- v. **“Service Points”** are the number of locations of services where the service provider is required to provide uninterrupted services simultaneously.
- vi. The Service provider shall maintain a sufficient record of services executed at the Client's premises.
- vii. The Service Provider will indemnify the Client from all kinds of losses, including but not limited to legal, security and financial, that may arise due to any non-compliance by the service provider.
- viii. The Service Provider would be liable for all kinds of damages caused due to the leakage of any information and misplacement of any paper, record or file, etc.
- ix. The Service Provider will sufficiently manage all the matters concerning the execution of services as per the contract's provisions.
- x. The Service Provider will provide services in such a manner as to ensure that at any time, all the services, as mentioned in the contract, must effectively be completed without any delay.
- xi. The Service Provider will ensure that all regulatory requirements & applicable laws are fully met and indemnify the Client against any claims accordingly.
- xii. The Service Provider will arrange/ bring the equipment necessary as mentioned in the specific requirements to carry the services under the contract at the site(s) and keep it in working order.
- xiii. The Service Provider will arrange and provide the services professionally per the Client's requirements.



- xiv. The Service Provider will obtain all permits, NOCs, licenses, certificates or registrations etc., that may be required to perform the services under this contract.
- xv. The Service Provider shall provide information to the Client about its working practices, materials and equipment and shall fulfill all security protocols defined by the Client. In any manner, the service provider shall not compromise Client's security or environmental standards.
- xvi. The Service Provider shall also provide the Client with any information regarding any potential or actual security threat to the Client.
- xvii. The Service Provider shall ensure to render services safely and shall ensure that they understand all risks and hazards associated with the Services.
- xviii. Standard business hours observed by the Client are as follows;
- **Monday to Thursday:** 9:00 AM – 5:30 PM
 - **Friday:** 9:00 AM – 6:00 PM
- xix. The above official time may be changed at any time during the execution of the contract, the holy Ramzan, or as announced by the Govt. of Pakistan. However, the service provider shall provide services as per the Client's requirements for the specified service points.
- xx. Since participating bidders/service providers are required to ensure compliance with relevant laws, therefore, Client may ask any or all of the bidders whose Financial Proposal will be opened for the breakup of the Financial Proposal to ascertain the economic viability
- xxi. The principal place of execution of services is given under specific requirements. However, in case of services other than the principal place (whenever required) temporarily for a limited period, the service provider will be paid a reasonable out-of-pocket expense as per actual. In case of permanent execution of services other than the principal place, out-of-pocket expenses will not be allowed. However, such an arrangement will be agreed upon in advance between the Client and the Service Provider.
- xxii. In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Client at any time. The Client shall make an additional payment to the Service Provider on a pro-rata basis as per agreement. The per-hour pro-rata calculation will be made by using the following formula:

$$\left(\frac{\text{Monthly Charges Per Service Point (Exclusive of Indirect Sales Tax)}}{30} \right) / 9$$

- xxiii. In case of service interruption, the Client will make deductions accordingly. However, the deduction mechanism will be based on the given formula;

$$\left(\frac{\text{Monthly Charges Per Service Point (Exclusive of Indirect Sales Tax)}}{30} \right) \times \text{No. of Interrupted Days}$$

- xxiv. The Client may reduce the number of service points under any circumstances at any time during the pendency of the contract. The Client shall communicate the required number of Service points in writing or verbally to the service provider. The payment shall be made to the service provider on the basis of services rendered at the actual number of service points by using the following formula:

$$\left(\frac{\text{Total Monthly Charges of a Particular Category}}{\text{Total No of Service Points of Particular Category}} \right) \times \text{Utilized No. of Service Points}$$



B. Specific Requirements from Service Provider

1. Services	1.1. The Service Provider shall provide the following services as per the following details:													
	<table border="1"><thead><tr><th>Description</th><th>Service Points</th></tr></thead><tbody><tr><td>Search Services for SBP BSC Lahore</td><td>1</td></tr><tr><td>Search Services for SBP BSC Sialkot</td><td>1</td></tr><tr><td>Search Services for SBP BSC Gujranwala</td><td>1</td></tr><tr><td>Search Services for SBP BSC Faisalabad</td><td>1</td></tr><tr><td>Search Services for SBP BSC Multan</td><td>1</td></tr><tr><td>Search Services for SBP BSC Bahawalpur</td><td>1</td></tr></tbody></table> <p><i>Note: All of the above services shall be required during the Standard Business Hours as given in the General Requirements above.</i></p>	Description	Service Points	Search Services for SBP BSC Lahore	1	Search Services for SBP BSC Sialkot	1	Search Services for SBP BSC Gujranwala	1	Search Services for SBP BSC Faisalabad	1	Search Services for SBP BSC Multan	1	Search Services for SBP BSC Bahawalpur
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Search Services for SBP BSC Sialkot	1													
Search Services for SBP BSC Gujranwala	1													
Search Services for SBP BSC Faisalabad	1													
Search Services for SBP BSC Multan	1													
Search Services for SBP BSC Bahawalpur	1													
	1.2. In case of a gap/ discontinuation of service for more than one (01) hour or poor/unsatisfactory services at any service point, the service provider would provide immediate replacement/ backup service to maintain uninterrupted services.													
2. Location(s)	2.1. The principal place of execution of services are as given above. 2.2. However, if the need arises, the Client reserves the right to change the location of services subject to mutual agreement between the Service Provider & the Client.													
3. Equipment														
	3.1. The Service Provider shall provide Metal Detectors to all deputed resources. 3.2. The SOPs w.r.t the services provisions by the Service Provider shall be prepared in consultation with the Bank. 3.3. The Service Provider will ensure the deputed resources have sufficient knowledge of security equipment.													
4. Supervisory Requirements														
	4.1. The Service Provider shall depute at least <u>one supervisor at SBP BSC Lahore or any other place mutually agreed between the Client and the Service Provider</u> to manage the general administrative/security/search/related matters under the contract, including the management of security equipment, quality assurance and uninterrupted execution of services.													
5. Record Maintenance														
	5.1. The Service provider will ensure the regular maintenance and availability of the following record of relevant resources; (a) Authority/Appointment Letter (b) Deployment Letter (c) Copy of CNIC (d) 2 Passport size photographs (e) NADRA Verification (f) CRO Police Verification through APSAA or Special Branch of Police													



5.2. The service provider shall maintain the attendance register as follows;

#	Service ID	Name	Designation	Date (Monthly)	Sign	Remarks
1.						
2.						

6. Quality Assurance & Compliance of Applicable Laws

- 6.1. The service provider will ensure the quality in respect of all areas of the services plan, execution and completion.
- 6.2. The service provider shall ensure the *pacta-sunct-servanda*, continuity and uninterrupted execution of its services at the Bank or any of its installations as required under the contract.
- 6.3. The service provider shall follow, in addition to the overall contract agreement, the Complaint Resolution Mechanism in letter and spirit for assurance of quality and uninterrupted execution of services at the Bank.
- 6.4. Failure to execute the Quality Assurance shall be deemed as non-compliance with the agreement, and therefore will be liable to deduction of the charges as mentioned in the Special Conditions of Contract (SSC).
- 6.5. The service provider shall abide by all relevant and applicable laws, rules, policies, SOPs and any other statutory/regulatory requirements of the Government(s) related to any component of its services, including but not limited to the followings;
- (a) Procuring and provisioning of security equipment,
 - (b) Applying for license issuance/renewal,
 - (c) Compliance with labor laws,
- 6.6. The service provider shall be responsible for security clearance of its services, including but not limited to the engagement of its services at the Bank or any of the Bank's service points, from the concerned government agencies and will comply with any such instructions/laws and SOPs. Upon demand, the service provider shall provide the Bank with documents testifying to compliance and regulatory requirements.

7. Complaint/Dispute Resolution Mechanism

- 7.1. The service provider shall resolve the operational issues and complaints arising from the non-performance of its services or the performance of any of its services not executed as per the contract agreement.
- (a) The Service Provider shall nominate suitable official(s) to resolve the complaints and operational issues.
 - (b) In case of unsatisfactory services or absence of any resource due to leave or any other reason, the Bank's designated official will convey to the service provider or its designated official(s) for replacement/substitute services. The service provider shall provide the replacement/substitute to this effect within 24 hours.
 - (c) Due to any reason, if the service provider is unable to provide a replacement/substitute of services as mentioned in the sub-clause above within 24



hours, the Bank may deduct the charges per instance as mentioned in the Special Conditions of Contract (SCC) on account of non-compliance of the contract agreement.

(d) To ensure smooth execution of services, it is recommended that service provider maintain a pool of reserve resources, to be deployed in case of absence/leave of any resource.

(e) During contract execution, if any issue arises between the Client and the Service Provider due to any reason, including the deduction of charges on accounts of the quality assurance, provisioning of the backup services, substitutions/replacement of the services, performance and/or non-performance of the services or any other matter relating to the contractual obligations on the part of the Service Provider, the final decision regarding the resolution of the dispute shall be made as per provisions of the contract.

7.2. All the search services shall complement the Bank's overall security plan as exercised by the Bank.

8. Payments

8.1. The payment shall be made against the actual utilization of services and on monthly-basis subject to the certification of satisfactory performance by the authorized representatives of the Client.

Services to be Performed by Sub-Service Providers

- Sub-Contracting is **NOT** allowed.



A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</p> <p>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.</p> <p>c) “Bid” means the completed Bidding Documents submitted by the Bidder to the Client</p> <p>d) “Client” means SBP Banking Services Corporation that signs the contract with the Service Provider.</p> <p>e) “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.</p> <p>f) “Day” means a calendar day unless indicated otherwise.</p> <p>g) “GCC” means these General Conditions of Contract;</p> <p>h) “Government” means the Government of the Islamic Republic of Pakistan ;</p> <p>i) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>k) “Service Points” are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.</p> <p>l) “Service Provider’s Employee” employees of the Service Provider.</p> <p>m) “Service Provider” means The Most Advantageous Service Provider who will sign the contract with the Client.</p> <p>n) “Services” means the work to be performed by the Service Provider under this Contract.</p>



1. General Provisions	
	<p>o) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client.</p> <p>p) “Sub-Service Provider” means any entity to which the Service Provider subcontracts any part of the Services.</p>
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC .
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in 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	<p>1.7.1. The Service Provider shall carry out all instructions of Client communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.</p> <p>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.</p>
1.8. Taxes, Duties and other applicable laws	<p>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.</p> <p>1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
1.9. 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 different interpretation



1. General Provisions	
	of similar requirement at two different places within the Bidding documents, the most stringent requirement shall be deemed to be included in the Contract as determined by Client.
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	<p>1.11.1. The Service Provider shall provide and ensure uninterrupted services as per Scope of Services (Section VI-Part 1). Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time.</p> <p>1.11.2. The Service 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 has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment.</p> <p>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 under the Contract. If the Service Provider fails to provide the requisite services, Client is entitled to impose Liquidated Damages as per Clause 3.11.</p> <p>1.11.4. The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract.</p> <p>1.11.5. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per Client's security protocol/requirement.</p> <p>1.11.6. If Client finds that any of the Service Provider's 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.</p>
1.12. Attendance of Meetings	1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.
1.13. Responsibilities, Liabilities And Warranties By The Service Provider	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1. The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's</p>



1. General Provisions

	<p>requirements, relevant Rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2. Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service providers cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client's interests or business;</p> <p>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.</p> <p>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.</p> <p>1.13.5. The Service Provider shall adhere to all instructions 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.</p> <p>1.13.6. Any breach by Service Provider of this Clause, shall constitute 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.</p>
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2. Commencement, Completion, Modification, and Termination of Contract

2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by the both parties or any such date as may be stated in the SCC or work order .
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2. Commencement, Completion, Modification, and Termination of Contract	
2.2. Duration of Contract	2.2.1. The duration of this contract shall be one year, further extendable for two more years on annual basis on the same rates, terms and conditions subject to Clause 5.2 or any other Clause of this Contract.
2.3. Extension of Contract	2.3.1. The Contract may further be extended on same rates, terms and 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, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004 .
2.5. Force Majeure	<p>2.5.1. For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible 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.</p> <p>2.5.2. <u>No Breach of Contract</u></p> <p>The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <p>a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>2.5.3. <u>Extension of Time</u></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
2.6. Termination	<p>2.6.1. <u>By the Client</u></p> <p>The Client may terminate this Contract, by not less than 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:</p> <p>a) if the Service Providers do not remedy a failure in the</p>



2. Commencement, Completion, Modification, and Termination of Contract

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 not less than **sixty (60) days** written notice to the Client, such 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



2. Commencement, Completion, Modification, and Termination of Contract

	<p>the Retention Money/Performance Security.</p> <p>d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited,</p>
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3. Obligations of the Service Provider

3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, Rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th 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.</p>
3.2. Indemnity	<p>3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.2. 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.</p> <p>3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p>



3. Obligations of the Service Provider	
	<p>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, fines or penalties thereon</p> <p>3.2.5. 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.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></p> <p>Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Prohibition of Conflicting Activities</u></p> <p>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;</p>
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The 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.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Bank may reject its bid and/or terminate the contract.</p>
3.5. Contractual Liability Insurance	<p>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 Client and third Party due to the negligence of the Service Provider, its employees,</p>



3. Obligations of the Service Provider

	<p>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. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank.</p> <p>3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client 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 Client regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client's claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.</p>
<p>3.6. Service Providers' Actions Requiring Client's Prior Approval</p>	<p>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
<p>3.7. Independent Service Provider Status</p>	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this contract.</p>
<p>3.8. Compliance with all the</p>	<p>3.8.1. The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory</p>



3. Obligations of the Service Provider	
Regulatory Requirement	<p>payments under Labor Laws which includes but not limited to:</p> <ul style="list-style-type: none"> a) Payment of at-least minimum wages/salaries/ remuneration as notified by the respective Government. b) Ensure EOBI and Social Security registration of its resources and regular payment of contributions. c) Gratuity. d) Group Life and Medical Insurance. e) Casual, medical and maternity or any other leaves as per applicable laws. f) Any other requirement as applicable under the relevant law. <p>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.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
3.9. Reporting Obligations	<p>3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding Documents or otherwise, as and when required by the client.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	<p>3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.</p>
3.11. Penalties / Liquidated Damages	<p>3.11.1. For each deficiency and poor service, Client will impose a penalty amounting up to 1.5 times of its daily respective 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 Client 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.</p> <p>3.11.2. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.3. Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement</p>



3. Obligations of the Service Provider	
	of salaries/wages/remuneration within the date specified in the Contract.
3.12. Performance Guarantee	3.12.1. The Service Provider shall furnish a Performance 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 twenty eight (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 Warning by the Service Provider	<p>3.13.1. The Service Provider shall warn Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.</p> <p>3.13.2. Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>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.</p>
3.14. Declaration	<p>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 Client through any corrupt business practice.</p> <p>3.14.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between Client 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.</p> <p>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.</p> <p>3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>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 Client's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.</p> <p>3.14.6. The Contract shall be governed by the laws of Pakistan and Service Provider and Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.</p>



4. Scope of services	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described at Section VI (Part-1) .

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If any change occurs to the Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law especially labor laws regarding revision in minimum wage or any other statutory benefits for the labor force, notification which causes addition or reduction in the cost of Service such additional or reduced cost shall be added to or deducted from the Contract Price. 5.2.2. The Service Provider shall substantiate price adjustment with supporting relevant documents including government notifications etc. in evidence.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance	5.4.1. No assistance regarding exemption will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per Client Security Protocol), to 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 Client to his office, store or other areas under his control while providing the Services under the Contract.
5.6. Performance / Completion Certificate	5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause



6. Payments to the Service Provider	
	6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3.
6.2. Contract Price	<p>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.</p> <p>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.</p>
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 Client at any time. Client shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as per the formula given in the General Requirements from the Service Provider under Section VI (Part 1).
6.4. Terms and Conditions of Payment	<p>6.4.1. The payments shall be made to the Service Provider on a monthly basis after adjustment of any claims/ deduction against the Service Provider.</p> <p>6.4.2. In case of unavailability of services, the Client will make deductions accordingly. However, the deduction mechanism will be based on the formula given in the General Requirements from the Service Provider under Section VI (Part 1).</p> <p>6.4.3. Payments will be made upon submission of invoice/s after confirmation of satisfactory services by the authorized officer of the Client on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the service points after adjusting the additional/ unperformed services or reduction of service points, as mentioned in the Contract or subsequently conveyed by the Client.</p> <p>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.</p>
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.
6.6. Taxes and Duties	<p>6.6.1. All applicable taxes shall be deducted by Client at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.</p> <p>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</p>



6. Payments to the Service Provider

	liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.
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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 Performance	<p>7.2.1. Client 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.</p> <p>7.2.2. The Client'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, Client will impose a penalty as per Clause 3.11.</p> <p>7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider.</p> <p>7.2.4. If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the fourteen (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 Client shall also debar the Service Provider from participation in future Contracts.</p>

8. Resolution of Disputes

8.1. Disputes Resolution Procedure	<p>8.1.1. If any dispute arises between the parties (Service Provider and Client), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the Director GSD/CSO-IBSD/respective Chief Manager or any other officer authorized by the competent authority at Client who will examine the matter in detail and give a decision.</p> <p>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.</p>
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9. Health, Safety, Utilities, First Aid Facilities

9.1. Health, Safety, Environment and Security (HSE&S)	9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. 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.
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9. Health, Safety, Utilities, First Aid Facilities

	<p>9.1.2. Client 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 Client's recommendations and industry standards in this regard are implemented without any delay.</p> <p>9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client.</p> <p>9.1.4. The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p> <p>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ul style="list-style-type: none">g) Use of clean fuels to minimize air polluting emissions.h) Control of other air pollutants.i) Recovery and recycling of usable materials.j) Control of vehicle noise.k) Control of noise from power facilities.l) Limitation of Vibrations.m) Preservation of natural land to the extent possible.n) Preservation of archaeological Sites.o) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc. <p>9.1.6. Client 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 Client communicated to the Service Provider from time to time.</p>
9.2. Electric Power Supply, Water Supply, Telephone etc.	<p>9.2.1. Water and electric power for rendering the services under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.</p>
9.3. First aid Facilities	<p>9.3.1. The Service Provider shall provide its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.</p>



10. Corrupt and Fraudulent Practices

10.1. Corrupt & Fraudulent Practices

10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in **Rule 2(1)(f) of PPR-2004** which defines:

- i. ***“corrupt and fraudulent practices”*** in respect of procurement process, shall be either one or any combination of the practices including,-
- ii. ***“coercive practices”*** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- iii. ***“collusive practices”*** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- iv. ***“corrupt practices”*** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- v. ***“fraudulent practices”*** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- 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 Blacklisting and cross-debarring

10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;

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



10. Corrupt and Fraudulent Practices

fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Nature Of Offense/ Fault	Means of Verification
Corruption	Actual instance verifiable as per law of land and applicable Rules and regulations of Client
Deviation from commitment	If the Service Provider deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the Service Provider.
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Service Provider/ Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Service Provider/ Supplier/ Consultant

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 Client will be final and conclusive.

10.3. Beneficial Ownership information

10.3.1. For Services/works worth Rs. 50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, SBP BSC shall:

- i. Blacklist the said company in accordance with **Rule 19(1)(a)** of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



B. 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.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is SBP Banking Services Corporation
1.1.1(c)	The Service Provider is The Most Advantageous Service Provider
1.1.1(d)	The Title & Reference of the procurement is; <i>Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)</i> <i>ITB No. GSD (Proc. II)/Security & Search Services/7708/2023</i>
1.5	The addresses are: The Client: <p align="center">The Director General Services Department, 4th Floor, BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-5370</p> The Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: For the Client (Nominee of the Client) ○ Name: _____ ○ Designation: _____ For the Service Provider (Nominee of the Service Provider) ○ Name: _____ ○ Designation: _____
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



GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Bank registered in Pakistan. The Performance Security would remain valid twenty eight 28 days beyond the contract expiry date.
6.5	Payment shall be made in Pak Rupees.
8.1.2	Place of arbitration would be the place of contract signing.



SECTION VIII – CONTRACT

This Contract for the **Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)** is made at _____ the _____ day of the month of _____ 2023.

BETWEEN

SBP Banking Services Corporation, a wholly owned subsidiary of State Bank of Pakistan incorporated in January, 2002 under the SBP Banking Services Corporation Ordinance 2001 having its principal place of business at I.I. Chundrigar Road, Karachi, represented by the Director General Services Department (hereinafter referred as “**Client**”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The First Part.

AND

M/s. The Most Advantageous Service Provider 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, executors, assigns, and administrators as the case may be) of The Second Part.

WHEREAS CLIENT is desirous of *Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)* for which purpose Client issued an Invitation to Bid *ITB No. GSD (Proc. II)/Security & Search Services/7708/2023* 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 Client’s ITB and the bid of the Service Provider has been accepted by the Client, where after, Client has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this contract at an agreed contract price.

NOW THEREFORE the parties hereto agree as follows:

Besides Instructions to Bidders and Bid Data Sheet, the following documents attached hereto shall be deemed to form an integral part of this contract:

- i. General Conditions of Contract;
- ii. Special Conditions of Contract;
- iii. Appendices
 - A. Specific Services Data/ Scope of Services
 - B. Focal Persons of the Service Provider
 - C. Notification of Award
 - D. Letter of Acceptance
 - E. Price Schedule
 - F. Integrity Pact
 - G. Performance Guarantee
 - H. Beneficial Ownership Declaration (If Applicable)
 - I. Addendum / Corrigendum (If Applicable)

The mutual rights and obligations of Client 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) Client 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 the SBP Banking Services Corporation	For and on behalf of The Most Advantageous Service Provider
Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>	Authorized Representative <i>(Name, Designation/Official Stamp and Signature)</i>
Witness 1	Witness 1
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____
Witness 2	Witness 2
Name: _____	Name: _____
CNIC# _____	CNIC# _____
Signature: _____	Signature: _____



(To be finalized & made part of the contract)



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



(To be reproduced by SBP BSC at the time of contract signing)



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



(To be reproduced by SBP BSC at the time of contract signing)



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

(Over Stamp Paper)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

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

Contract Title: *Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)*

Contract No. *ITB No. GSD (Proc. II)/Security & Search Services/7708/2023*

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

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

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

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

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



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

Guarantee No. _____

Executed on _____

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

Name of Principal (Service Provider) with address: _____

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

Letter of Acceptance No. _____

Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the **Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)**

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

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

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

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

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



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



(To be reproduced/made part of the contract)



VOLUME II

(Financial Proposal)



SECTION V- FORMS FOR FINANCIAL PROPOSAL

Checklist of Required Forms for Financial Proposal

FORM	DESCRIPTION	PAGE
FIN. FORM I	Financial Proposal Submission Form	
FIN. FORM II	Price Schedule	



(On Official Letterhead)

Date: _____

To:

The Director,
 General Services Department,
 SBP Banking Services Corporation,
 I.I. Chundrigar Road,
 Karachi

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 Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Section VI (Part 1)** and other terms and conditions of the contract.

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

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

If our Bid is accepted then until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this _____ day of _____ 2023__.

 [Seal & signature]

 [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____



FIN. FORM II – PRICE SCHEDULE

(On Official Letterhead)

Name of Bidder _____

Procurement Title: *Procurement of Search Services for SBP BSC Central Cluster Offices (Package 3)*

Reference Number: *ITB No. GSD (Proc. II)/Security & Search Services/7708/2023*

#	Description of Services	Total Monthly Charges	Applicable Sales Tax (Indirect)	Annual Charges <i>(Inclusive of applicable indirect taxes)</i>
		A	B = A x Sales Tax	C=12*(A+B)
1.	Search Services for SBP BSC Lahore			
2.	Search Services for SBP BSC Sialkot			
3.	Search Services for SBP BSC Gujranwala			
4.	Search Services for SBP BSC Faisalabad			
5.	Search Services for SBP BSC Multan			
6.	Search Services for SBP BSC Bahawalpur			
Total				

Notes:

- The bidder must foresee and quote all applicable costs, including the regulatory, administrative, supervisory, trainings, related security equipment expenses etc. Except where explicitly agreed/allowed under this contract, no claim of additional payment shall be entertained.*
- The initial duration of the contract shall be one year, further extendable to two more years on yearly basis and on same rates, terms and 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.*
- Bidder shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.*
- Since participating Bidders are required to ensure compliance with relevant laws, therefore, SBP BSC may ask any or all of the Bidders whose Financial Proposal will be opened for detailed breakup of Financial Proposal in order to ascertain the economic viability.*
- 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.*
- In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Bank at any time. The Bank shall make an additional payment to the Service Provider on the pro-rata basis. The pro-rata calculation will be made by using following formula:

$$((\text{Monthly Charges Per Service Point (Exclusive of Indirect Sales Tax)})/30)/9$$*
- In case of interruption in services bank will make deductions accordingly. However, deduction mechanism will be based on services execution plan proposed by the Bidder. The deduction will be made by using following formula:

$$((\text{Monthly Charges Per Service Point (Exclusive of Indirect Sales Tax)})/30) \times \text{No. of Interrupted Days}$$*

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Date: _____

*****The End*****

