

TWO VOLUMES Volume-I: Bidding and Contract Documents Volume-II: Financial Bid

# **SBP BANKING SERVICES CORPORATION**

# PROCUREMENT OF JANITORIAL, GARDENING AND MAINTENANCE SERVICES AT

# STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION NORTH NAZIMABAD KARACHI

# **BIDDING AND CONTRACT DOCUMENTS**

# **VOLUME-I**

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

# JANUARY 2023



For Bidder (Sign and Stamp)

For Bank (Sign and Stamp)



# SBP BANKING SERVICES CORPORATION (SBP BSC)

# Invitation to Bids (IFB)

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



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



# (Bidding Documents-Section-I)

# **INSTRUCTIONS TO BIDDERS**

# TABLE OF CONTENTS

Clause No.

Description

# A. INTRODUCTION

- 1 Scope of Bid
- 2 Eligible Bidders
- 3 Qualification of the Bidder
- 4 One Bid per Bidder
- 5 Cost of Bidding

## **B. BIDDING DOCUMENTS**

- 6 Contents of Bidding Documents
- 7 Clarification of Bidding Documents and Pre-bid Meeting
- 8 Amendment of Bidding Documents

# C. PREPARATION OF BID

- 9 Language of Bid
- 10 Documents Comprising the Bid
- 11 Bid Prices
- 12 Currency of Bid and Payment
- 13 Bid Validity
- 14 Bid Security
- 15 Format, Signing and Submission of Bid

## D. SUBMISSION OF BID

- 16 Sealing and Marking of Bids
- 17 Deadline for Submission of Bids
- 18 Late Bids
- 19 Modification and Withdrawal of Bids

## E. BID OPENING AND EVALUATION

- 20 Bid Opening
- 21 The Process to be Confidential
- 22 Clarification of Bids
- 23 Preliminary Evaluation
- 24 Correction of Errors
- 25 Evaluation and Comparison of Bids
- 26 Contacting the Bank

# F. AWARD OF CONTRACT

- 27 Award Criteria
- 28 Bank's Right to reject all the Bids
- 29 Bank's Right to Vary Inputs/ Outputs at Time of Award
- 30 Notification of Award and Signing of Agreement
- 31 Disqualification Prior to Contract Signing
- 32 Performance Guarantee



- 33 Advance Payment and Security
- 34 Grievances Redressal
- 35 Code of Conduct
- 36 Overriding Effect of PPR-2004
- 37 Beneficial Ownership Information



Section – I INSTRUCTIONS TO BIDDERS
-------------------------------------

	A. Introduction
1. Scope of Bid	1.1. SBP Banking Services Corporation, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "SBP BSC") invites Bids for the Services summarized in the Bid Data Sheet
	invites Bids for the Services summarized in the Bid Data Sheet (BDS) (hereinafter referred to as "the Services"), at the Buildings
	and other areas specified in the BDS (hereinafter referred to as
	Premises).
	1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.
	1.3. The procurement title, reference number, method and procedure
0. 511. 11.1	are specified in the BDS.
2. Eligible Bidders	2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the
Didders	qualification criteria given in Bidding Documents.
	2.2. Joint Ventures and Consortiums shall not be permitted to submit the
	bid. 2.3. Bidder already engaged by the SBP BSC for providing consultancy
	services related to the above procurement (if applicable) will not be eligible for bidding.
	2.4. A bidder declared ineligible for corrupt and fraudulent practices
	under Rule 19 of PPR-2004, shall not be permitted to submit the bid.
	The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority
	(NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.
	2.5. A bidder who has been declared blacklisted or debarred by a foreign
	country, international organization, or other foreign institutions
	shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded
	in any sanction list will not be eligible to participate in the bidding/procurement process.
	2.6. Bidders shall provide evidence of their continued eligibility
	satisfactory to the SBP BSC, as the SBP BSC shall reasonably request.
	2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.
3. Qualification	3.1. All bidders shall provide, Form of Bid and Qualification Information,
of the Bidder	as required in BDS.
	3.2. To qualify for the award of the Contract, bidders must meet the
	mandatory evaluation criteria, as specified in the Bidding Documents.
4. One Bid per	4.1 Each Bidder shall submit only one Bid individually.
Bidder	4.2. A bidder who submits or participates in more than one bid will be
	disqualified.
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the SBP BSC in no case be held responsible
	or liable for those costs, regardless of the conduct or outcome of the
	bidding process.
	B Bidding Document

B. Bidding Document



6.	Content of	6.1. The given contents of the Bidding Documents subscribe to Rule 23
	Bidding	of PPR 2004. These should be read in conjunction with any
	Documents	addendum issued under ITB Clause 8:
		i. Invitation to Bids.
		ii. Instructions to Bidders (ITB)
		iii. Bid Data Sheet (BDS)
		iv. Form of Bid
		v. Form of Contract
		vi. General Conditions of Contract (GCC)
		vii. Special Conditions of Contract (SCC)
		viii. Bill of Quantities/Description of Services
		ix. Bid Evaluation Criteria
		x. Format of Security Forms
		6.2. Bidders are expected to examine all instructions, forms, terms,
		specifications, and other information in the Bidding Documents.
		-
		6.3. Failure to furnish all information required by the Bidding
		Documents or to submit a bid not substantially responsive to the
		Bidding Documents in every respect will be at the Bidder's risk and
-		may result in the rejection of its bid.
7.	Clarification of	7.1. A prospective Bidder requiring any clarification of the Bidding
	Bidding	Documents may approach SBP BSC in writing at the given address
	Documents	and by one of the means indicated in the BDS. The SBP BSC will
	and Pre-bid	respond in writing to any request for clarification of the Bidding
	Meeting	Documents that it receives no later than seven (07) days before the
		deadline of submission of bids. Copies of the SBP BSC's response
		(including an explanation of the query but not identifying its
		source) will be sent to all prospective Bidders that received the
		Bidding Documents from the SBP BSC
		7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that
		any provision in the documents is contrary to the provisions of
		procurement regulatory framework, such issue should be raised as
		soon as possible. Any party may file its written complaint against
		the eligibility parameters, evaluation criteria, or any other terms
		and conditions prescribed in the Bidding Documents, if found
		contrary to the provisions of the procurement regulatory
		framework, the same shall be addressed by the Grievance Redressal
		Committee (GRC) well before the Bid submission deadline. The
		details of GRC is given on the PPRA website: www.ppra.org.pk and
		as provided in Bid Data Sheet (BDS).
		7.3. As specified in the BDS, the SBP BSC will organize and Bidders are
		welcome to attend a Pre-bid meeting at the time and place indicated
		in the BDS. The purpose of the meeting will be to clarify issues and
		answer questions on any matter that may be raised at this stage,
		with particular attention to issues related to the Technical
		Requirements. Minutes of the meeting, including the questions
		raised and responses given, together with any responses prepared
		after the meeting, will be transmitted without delay to all those that
		received the Bidding Documents from the SBP BSC. Any
		modification to the Bidding Documents listed in <b>ITB Clause 6.1</b> ,
		which may become necessary as a result of the pre-bid meeting,
		shall be made by the SBP BSC by issuing an Addendum under <b>ITB</b>



		Clause 8.
8.	Amendment of	8.1. At any time before the deadline for submission of bids, SBP BSC, for
	Bidding	any reason, either at its initiative or in response to a clarification
	Documents	requested by a prospective Bidder, amend the Bidding Documents.
	Documents	Such amendments shall take precedence over the existing
		document.
		8.2. Any addendum issued including the notice of any extension of
		deadline shall be part of the Bidding Documents pursuant to ITB 8.1
		and shall be communicated in writing that provide record of the
		content of communication to all the bidders who have obtained the
		Bidding Documents from the Procuring Agency. The Procuring
		Agency shall promptly publish the Addendum at the Procuring
		Agency's web page (www.sbp.org.pk).
		8.3. Provided that the bidder who had either already 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.
		8.4. The addendum will be binding on Bidders. It will be assumed that
		the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
		8.5. To provide prospective Bidders reasonable time to take the
		amendments into account in preparing their bids, SBP BSC may, at
		its discretion, extend the deadline for the submission of bids
		consistent with the provision of Rule 27 of PPR 2004.
L		C. Preparation of Bids
9.	Language of	•
	Bid	9.1. The bid prepared by the bidder and all correspondence and

9. Language of	
Bid	9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and SBP BSC shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.
10. Documents	10.1. The bid submitted by the Bidder shall comprise the following:
Comprising	i. Forms for Technical Bid under Section III
the Bid	ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV
	iii. Forms for Financial Bid under Section V.
	<ul> <li>iv. Bidding Documents (in original) duly signed and stamped on each page / sheet.</li> </ul>
	v. Bid Security in original/Bid Securing Declaration.
	vi. Power of Attorney in accordance with the Clause 15 of ITB.
	vii. Any other materials/ services required to be completed and
	submitted by bidders, as specified in the Bid Data Sheet.



11. Bid Prices	<ul> <li>11.1.The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the SBP BSC when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule.</li> <li>11.2.All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department.</li> <li>11.3.If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special</li> </ul>
	Conditions of Contract.
12. Currencies of	12.1. The price shall be quoted by the Bidder in Pak Rupees and the
Bid and	payments to be made by SBP BSC would be in Pak Rupees.
Payment	
13. Bid Validity	13.1.Bids shall remain valid for the period specified in the BDS. 13.2.In exceptional circumstances, SBP BSC may request the bidders to
14. Bid Security	<ul> <li>extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with <b>ITB Clause 14</b> in all respects.</li> <li>14.1.The bid security shall be denominated in the currency of the bid:</li> </ul>
	<ul> <li>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;</li> <li>ii. be substantially in accordance with one of the form of bid security included in bidding documents or other form approved by the SBP BSC before bid submission;</li> <li>iii. be payable promptly upon written demand by the SBP BSC;</li> <li>iv. be submitted in its original form; copies will not be accepted;</li> <li>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.</li> <li>vi. bids submitted with insufficient bid security will be rejected.</li> <li>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.</li> <li>viii. the most advantageous Bidder's bid security will be</li> </ul>

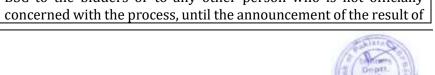


	released/ returned upon the submission of performance Guarantee. 14.2.The bid security may be forfeited: i. If a bidder withdraws his bid during the period of bid validity; or ii. If a bidder does not accept the correction of his Bid Price, pursuant to <b>Sub-Clause 24</b> of ITB hereof; iii. In the case of a most advantageous bidder, if he fails to: a. Furnish the required Performance Guarantee in accordance with <b>Clause 32 of ITB</b> , or b. Sign the Agreement, in accordance with Sub-Clauses <b>30.2 &amp; 30.3 of ITB</b>
15. Format and Signing of Bid	<ul> <li>15.1.The Bidder shall prepare one original and at least one copy of the bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the original bid shall prevail.</li> <li>15.2.The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.</li> <li>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.</li> <li>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.</li> <li>15.5.The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</li> </ul>

# D. Submission of Bids



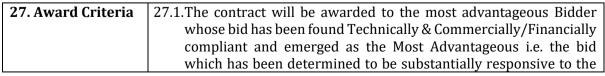
16. Sealing and	16.1.The Bidder shall seal the original and each copy of the bid in
Marking of	separate envelopes, duly marking the envelopes as "ORIGINAL
Bids	BID" and "COPY NO. [Number]." The envelopes shall then be
	sealed in an outer envelope. The inner and outer envelopes shall be
	addressed to the SBP BSC at the address given in the BDS, and carry
	the statement "DO NOT OPEN BEFORE [Date & Time of the Bid
	Submission Deadline]."
	16.2.In addition to the identification required in <b>Sub-Clause 16.1</b> , the
	inner envelopes shall indicate the name and address of the Bidder
	to enable the Bid to be returned unopened in case it is declared late,
	under ITB Clause 18.
	16.3.If the outer envelope is not sealed and marked as above, the SBP
	BSC will assume no responsibility for the misplacement or
	premature opening of the Bid.
17. Deadline for	17.1.Bids must be received (through an authorized representative or
Submission of	courier/postal service) by SBP BSC at the address specified in the
Bids	BDS, no later than the bid submission deadline specified in the BDS.
	Bids submitted through telegraph, telex, fax or e-mail shall not be
	considered. Any bid received by the SBP BSC after the deadline for
	submission prescribed in the Bid Data Sheet will be returned
	unopened to such bidder.
	17.2. SBP BSC may extend the deadline for submission of bids by issuing
	an amendment under ITB Clause 8, in which case all rights and
	obligations of the SBP BSC and the bidders previously subject to the
	original deadline will then be subject to the new deadline.
18. Late Bids	18.1.Any Bid received (through an authorized representative or
	courier/postal service) by SBP BSC after the deadline prescribed in
	ITB Clause 17 will be returned unopened to the Bidder.
19. Modification	19.1.The Bidder may modify or withdraw its bid after the bid's
and	submission, provided that written notice of the modification,
Withdrawal of	including substitution or withdrawal of the bids, is received by the
Bids	SBP BSC before the deadline prescribed for submission of bids
	under <b>ITB Clause 17.</b>
	19.2.No bid can be modified after the deadline for submission of bids.
	19.3.No bid can be withdrawn in the interval between the deadline for
	submission of bids and the expiry of the period of bid validity,
	specified by the Bidder on the Bid Form. Withdrawal of a bid during
	this interval will result in the Bidder's forfeiture of its bid security.
	E. Bid Opening and Evaluation
20. Bid Opening	20.1. The Bank will open all bids, including modifications, in public, in the
	presence of Bidder's representatives who choose to attend, at the
	time, on the date, and at the place specified in the BDS.
	20.2.For in person meeting, the bidders' representatives shall sign an
0.4 5	attendance sheet as proof of their participation.
21. The process to	21.1.The disclosure of information relating to the examination,
Be	clarification, evaluation, comparison of bids and recommendations
Confidential	for the award of a contract shall be subject to <b>Rule 41 of PPR-2004</b> .
	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
	a concorrect with the process write the ennouncement of the result of



	evaluation.
	21.3.The Bidder shall not disclose or attempt to make public any
	information relating to the bidding documents, bidding process and
	award of the contract to any person or entity without SBP BSC's
	prior written consent.
	21.4.In case of any disclosure related to the bidding process and
	contractual obligations at any stage by any bidder and/or service
	provider, SBP BSC may reject its bid and/or terminate the contract.
	21.5. Any effort by a Bidder to influence the Bank in its decisions on bid
	evaluation, bid comparison, or contract award may result in the
	rejection of the Bidder's bid.
22. Clarification of	22.1.During the bid evaluation, the Bank may, at its discretion, ask the
Bids	Bidder for clarification of its bid. The request for clarification and
Dius	the response shall be in writing, and no change in the price (except
	under <b>Clause 24 of ITB</b> ) or substance of the bid shall be sought,
	offered, or permitted.
23. Preliminary	23.1.The Bank will examine the bids to determine whether;
Examination	i. they are complete,
Examination	ii. bid validity is provided accordingly,
	iii. required bid security/bid securing declaration have been
	furnished,
	iv. the documents have been properly signed,
	v. the bids are generally in order;
	vi. Bidder has provided all forms of Technical Bid under Section
	III and relevant documents under Section IV
	23.2.Bidders have to submit bids for <b>COMPLETE REQUIREMENTS</b> ,
	partial and incomplete bids will be rejected.
	23.3.Bids submitted without a signed Bid Form by the authorized
	nominee of the bidder will be rejected.
	23.4.Bids with material deviation, exception, objection, conditionality, or
	reservation will be rejected.
	23.5.Bids submitted late will also be rejected.
24. Correction of	24.1.Bids determined to be substantially responsive will be checked by
Errors	the Bank for any arithmetic errors. Arithmetical errors will be
	rectified by the Bank on the following basis:
	i. if there is a discrepancy between unit prices and the total
	price that is obtained by multiplying the unit price and
	quantity, the unit price shall prevail, and the total price shall
	be corrected, unless in the opinion of the Procuring Agency
	there is an obvious misplacement of the decimal point in the
	unit price, in which the total price as quoted shall govern and
	the unit price shall be corrected;
	ii. if there is an error in a total corresponding to the addition or
	subtraction of sub-totals, the sub-totals shall prevail and the
	total shall be corrected; and
	iii. Where there is a discrepancy between the amounts in figures
	and in words, the amount in words will govern.
	iv. Where there is discrepancy between grand total of price
	schedule and amount mentioned on the Form of Bid, the
	amount referred in Price Schedule shall be treated as correct
	subject to elimination of other errors.
L	subject to eminiation of other errors.



25. Evaluation and	<ul> <li>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 14.</li> <li>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</li> </ul>
Comparison of	25.2.SBP BSC will evaluate and compare only the bids previously
Bids	determined to be substantially responsive and qualified pursuant to <b>Sub-Clauses 23.2 of ITB to 23.5 of ITB</b> as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non- responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, SBP BSC will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (a) Making any correction for arithmetic errors pursuant to <b>Sub-</b>
	Clause 24.2 of ITB hereof.
	(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
	<ul><li>25.3.The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</li><li>25.4.The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</li></ul>
	25.5.Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
26. Contacting the Bank	<ul> <li>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: <ul> <li>(a) Technical Evaluation Report/Results would be posted for seven days on SBP's website/shared with participating bidders.</li> </ul> </li> </ul>
	(b) Financial / Final Evaluation Report would be posted on PPRA and SBP websites for fifteen days.
	26.2.Any bidder feeling aggrieved by any act of SBP BSC may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.
<u> </u>	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





	eligibility criteria, compliant to 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	28.1.SBP BSC reserves the right to annul the bidding process and reject
Reject all the	all bids at any time before award of contract under Rule 33 of
Bids	<b>PPR-2004</b> 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	29.1. SBP BSC reserves the right at the time of contract award to
Vary Inputs/	increase or decrease scope of services without any change in unit
Outputs at	price or other terms and conditions, provided such variation
Time of Award	should be in line with the provisions of PPR-2004.
30. Notification of	30.1.Prior to the expiration of the period of initial/extended bid
Award and	validity, the Bank will notify the most advantageous Bidder in
Signing of	writing ("Notification of Award"), to be confirmed in writing by
Agreement	registered letter/email, that its bid has been accepted.
	30.2. Within twenty-one (21) days from the date of furnishing of
	acceptable Performance Guarantee under the Conditions of
	Contract, SBP BSC will send the most advantageous bidder the
	Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
	30.3.The formal Agreement between SBP BSC and the most
	advantageous bidder shall be executed within seven (07) days of
	the receipt of Form of Agreement by the most advantageous bidder
	from SBP BSC.
	30.4.Upon the most advantageous Bidder's furnishing of the
	Performance Guarantee and signing of Contract, SBP BSC will
	discharge its bid security.
31. Disqualification	31.1.After issuance of Notification of Award and before execution of
Prior to	procurement contract with the most advantageous bidder, if the
Contract	Bidder has been disqualified pursuant to <b>Rule 18 and Rule 19 of</b>
Signing	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.
	31.2. For rejecting the Most Advantageous bid and opting for the second
	Most Advantageous bidder, an opportunity of being heard should
	be provided to the bidder with the Most Advantageous bid.



32. Performance Guarantee	<ul> <li>32.1.After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</li> <li>32.2. Failure of the most advantageous Bidder to comply with the</li> </ul>
	requirement of <b>ITB 32.1</b> shall constitute sufficient grounds for the
	annulment of the award and forfeiture of the Bid Security, in which
	event the Procuring Agency may make the award to the next
	ranked Bidder or call for new Bids.
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	34.1.Any bidder aggrieved by any act during the procurement process
Redressal	may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per <b>Rule 48 of PPR-2004</b> . The details of GRC is given on the PPRA website:
35. Code of	www.ppra.org.pk and as given in Bid Data Sheet (BDS). 35.1.It is the SBP BSC's policy to require that bidder shall observe the
Conduct	highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the SBP BSC follows, inter alia, the instructions contained in <b>Rule 2(1)(f)</b> 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,-
	<ul> <li>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;</li> </ul>
	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;
	<ul> <li>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;</li> </ul>
	iv. <b>"fraudulent practices"</b> 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. <b>"obstructive practices"</b> 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. <b>Under</b> Rule <b>19 of PPR-2004</b> , the SBP BSC can inter alia blacklist
	the bidders found to be indulging in corrupt or fraudulent



 1	
_	ich barring action shall be duly publicized and
	ed to the PPRA.
	<b>19 of PPR-2004</b> , the following mechanism and
	permanently or temporarily barring, from
	in their respective procurement proceedings will be
followed as p	er the guidance of SBP BSC management:
Nature of	Means of Verification
<b>Offense/ Fault</b>	Means of vermication
Corrupt and	<ul> <li>Results of Bid/Proposal analysis resulting in</li> </ul>
Fraudulent	substantive evidence of collusion.
Practices	• Actual instance verifiable as per law of land and
	applicable Rule and Regulations of SBP Banking
	Services Corporation
	• Cross verification of documentary undertaking
	submitted by Service Provider.
Performance	Documented evidence in form of consistent
Deficiencies	performance deficiencies and notices of
	performance deficiencies not suitably responded
	to or defended by Service Provider.
Bidder failed to	Failed to abide with Bid Form / Bid Securing
abide with Bid	Declaration.
Form / Bid	
Securing	
Declaration.	
	rring action shall be undertaken only after providing ortunity of being heard to the bidder who is to be isted.
considered as	for any money paid by the bidders will not be s an acknowledgment of payment to the bidder unless is signed by a duly authorized officer of the SBP BSC
and the bidde receipt is pro	er shall be solely responsible for seeing that a proper vided
	<b>of PPR 2004</b> , bidder undertakes to sign an Integrity
	lance with the prescribed format given in the Bidding
	all the procurements estimated to exceed Rs. 10.00
	y other limit prescribed by SBP BSC.
	policy requires that selected bidder provide
	objective, and impartial advice, supplies, and services
_	hes hold the SBP BSC's interests' paramount, strictly
	s with other assignments or their corporate interests
	out any consideration for future work. Bidders must
	situation of actual or potential conflict that impacts
	to serve the best interest of the SBP BSC, or that may
	e perceived as having this effect. Failure to disclose
	is may lead to the disqualification of the bidder and
	of contract arising out of this procurement.
	ation on the generality of the foregoing, bidders, and
	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,
	<ul><li>b. the selection process for such assignment, or</li><li>c. Supervision of the Contract may not be awarded a</li></ul>
	contract unless the conflict stemming from this
	relationship has been resolved in a manner acceptable
	to the appropriate authority within the SBP BSC.
	iv. Bidders shall not recruit or hire any agency or current
	employees of the SBP BSC. Recruiting former employees of
	the SBP BSC or other civil servants to work for the bidders is
	acceptable provided no conflict of interest exists. When the
	bidder nominates any government employee as Personnel in
	their bid, such Personnel must have written certification
	from their government or employer confirming that they are
	on leave without pay from their official position and allowed
	to work full-time outside of their previous official position.
	Such certification shall be provided to the SBP BSC by the
26 Overridina	bidder as part of the bid.
36. Overriding Effect of PPR-	36.1.Whenever in conflict with these documents, the stipulation of <b>PPR-2004</b> shall prevail.
2004	<b>1 1 K-2004</b> Shan pievan.
37. Beneficial	37.1.For Services/works worth Rs.50M or above, the bidder shall
Ownership	provide Beneficial Ownership information on the prescribed
Information	Form. Failure to provide the required information of the beneficial
	ownership by the company or submission of false or partial
	information, the procuring agency shall:
	(a) Blacklist the said company in accordance with rule 19(1)(a) of
	Public Procurement Rules, 2004,
	(b) Reject the bid of the said company.



# Section II - Bid Data Sheet (BDS)

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

ITB	Description					
Clause	•					
1.1	<b>Procurement Title:</b> Procurement of Janitorial , Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation North					
	Nazimabad Karachi					
	Reference Number: NN-C-1					
	• <b>Procurement Method:</b> Open Competitive Bidding as per Rule 21 of PPR-2004					
	• <b>Procurement Procedure:</b> "Single Stage Two Envelopes Procedure" as per Rule-					
	36(b) of PPR-2004.					
7.3	No Pre-bid meeting will be held.					
13.1	Bid Validity period is <b>180</b> days from the date fixed for opening of the Bids.					
14.1	• Bid Security of Amount as stated in Published Tender Notice in favor of SBP					
	BSC shall be enclosed along with the Technical Bid in the shape of Pay Order					
	/ Demand Draft /Deposit at Call in favor of SBP-Banking Service					
	Corporation valid for a period 28 days beyond the Bid Validity date. The Bid					
	Security in original is required to be submitted with Technical Bid.					
	• Any bid found without sufficient Bid Security will be rejected instantly. (In					
	the case of a bank guarantee, the validity of the bank guarantee should be					
	28 days beyond the bid validity period.)					
15.1	Only original Bid is to be submitted.					
16.1	1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as <b>"ORIGINAL TECHNICAL PROPOSAL"</b> and <b>"ORIGINAL FINANCIAL PROPOSAL"</b> in bold letters.					
	<ol> <li>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 &amp; Time of the Bid Submission Deadline]". The content of the Technical and Financial Proposal is mentioned in BDS.</li> </ol>					
	<ul> <li>3. Following should be the contents of the Technical Bid Envelope:</li> <li>i. Form I of Section III – Authorization Form for Bidder's Representative</li> </ul>					
	ii. Form II of Section III – Form of Technical Bid					
	iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call					
	Deposit/Demand Draft/Payment Order or Bid Securing Declaration.					
	iv. Form IV of Section III – Technical Compliance Form					
	v. Form V of Section III – Undertaking					
	vi. Form VI – Declaration of Beneficial Owners' Information					
	vii. Duly signed and stamped, Volume-I of the Bidding document.					



	viii. All documents related to Minimum Eligibility/Qualification						
	Criteria including Annexure (If Any) under Section IV						
	4. Following should be the contents of the Financial Proposal						
	Envelope/Volume-II:						
	i. Form-I of Section V – Financial Bid Submission Form						
	ii. Duly filled, signed and stamped, Volume-II of the Bidding						
	document						
	Important Note:						
	Above mentioned forms are pre-requisite, non-availability of the						
	above-mentioned documents will result in the rejection of a bid.						
17.1	• The Bank's address for Bid submission is as mentioned in Notice for Invitation						
	to Bids (Published Tender Notice).						
	• The Bank will communicate the opening of the Financial Proposal to the						
	eligible/qualified bidders after the completion of all requirements of Technical						
	Evaluation.						
	• The deadline for submission of bids shall be as mentioned in Notice for						
	Invitation to Bids.						
20.1	Bids will be opened as defined in Notice for Invitation to Bids.						
29.1	• Fifteen percent (15%) increase or decrease in scope of services.						
32.1	• The most advantageous Bidder shall furnish a Performance Guarantee equal						
	to 5% of the total contract price in the shape of Bank Guarantee/Bank draft						
	issued from a scheduled bank in Pakistan, which will be valid 28 days beyond						
	the Contract Period. The Performance Guarantee shall be forfeited if the most						
	advantageous Bidder fails to perform the services under the Contract.						
34.1	The address of Grievance Committee is;						
	Chairman Grievances Committee,						
	Office of the Director Human Resource Management Department,						
	1st Floor, BSC House State Bank of Pakistan Main Building Complex,						
	I.I.Chundrigar Road, Karachi						
l	monunarigur noud, naraem						



# Section III- Form for Technical Bid

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



	Form – I
	<u>(Authorization Form for Bidder's Representative)</u>
	(ON SERVICE PROVIDER'S LETTERHEAD)
Date:	
ITB No:	NN-C-1
Title:	Procurement of Janitorial , Gardening and Maintenance Services at State
11110.	Bank of Pakistan Banking Services Corporation North Nazimabad Karachi

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

Official Seal & Signature of Bidder:	
Date:	



# Form – II (Technical Bid Submission Form / Form of Bid)

(Letter of Offer)

Bid Reference No. NN-C-1

# Procurement of Janitorial , Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation North Nazimabad Karachi

To:

Gentlemen,

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

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_, 20XX

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



Name:Address:	Witness: (Signature)	
		-
	Address: C.N.I.C No:	

NN-C-1



# Form – III

#### (Bid Security Form)

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

**Over Stamp Paper** 

Guarantee No.\_\_\_\_\_ Executed on \_\_\_\_\_

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

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_\_ Name of Principal (Bidder) with address: \_\_\_\_\_

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

Bid Reference No.\_\_\_\_\_ Date of Bid \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_\_ (Particulars of Bid) to SBP BSC; and

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

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

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

NOW THEREFORE, if the most advantageous bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within fifteen (15) days of receipt of



For Bank (Sign and Stamp)

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)

Witness:

1. Signature

2. Name: \_ 3. Title

1.

2.

(Name, Title and Address)

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

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

# Seal and Signature of Bidder:\_\_\_\_\_

#### **General Note**

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



# Form – V <u>(Undertaking)</u>

#### Dear Sir,

- 1.0 I/We, M/s ------, hereby undertake that I/We, M/s shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
  - a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.
  - b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions.
  - c. Group Life and Medical Insurance.
  - d. Casual, medical and maternity or any other leaves as per applicable laws.
  - e. Any other requirement as per applicable laws.
- 2.0 I/We, M/s ------, shall issue appointment letters to my employees working under this contract in compliance of the above stated laws.
- 3.0 I/We, M/s ------, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ SBP BSC shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 4.0 I/We hereby confirm and declare that I/We, M/s ------, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).
- 5.0 Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of the contract.

Seal & Signature of Bidder:	
Date:	



# Form – VI (Declaration of Beneficial Owners' Information)

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

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

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

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

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

1 2 3 4 5 6 7 8
-----------------



Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total numbe	er of shares ta words]		in figures and	

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

## Name & signature

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



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

## 1. 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 Bids of only technically qualified bidders shall be opened and the Contract shall be awarded to the most advantageous bidder.
  - a) SBP BSC will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
  - b) Firms/Companies applying for qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of SBP BSC may result in their disqualification.
  - c) The response to this notice must be sufficiently detailed to convince SBP BSC that the firms/companies applying for qualification have the experience as well as the technical, administration and financial qualifications necessary for the execution of the services and they must prove that they have carried out similar services in their own country or abroad.
  - d) Only Technical Proposals will be opened in the presence of Bidders or their authorized representatives who may choose to attend as per the schedule provided in the Invitation to Bids. The bidders should provide maximum information required for evaluation of their Technical Proposals.
  - e) The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through email/registered post/ courier service. The Financial Bids of the Bidder's, who fail to qualify, shall be returned to them unopened. Decision of SBP BSC in this connection shall be final and binding on all Bidders.

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

## 2.1 General

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

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

## 2.2 Qualification Criteria



For Bank (Sign and Stamp)

Minimum Eligibility/ Sr. Means of verification Attached **Oualification Criteria** 1. Bid Security is required as per Bid Security in Original is to Original bid Security be attached with Technical clause ITB-14. Proposal. 2. Bid is unconditional 3. Duly filled and signed Form of Bid 4. The bidder should be registered Attach copies of relevant Tax Copies of relevant Tax with relevant Tax authorities Registration Certificate and Registration Certificate and appear on Active Tax payer proof of being on ATL of FBR. & proof of being on list of FBR. (SBP BSC will also verify that ATL of FBR the bidder name is appearing in online active taxpayer list) 5. The Bidder should also be Copies of relevant Tax registered with relevant Registration Certificate concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account. The bidder should submit an 6. Undertaking required Undertaking required on undertaking that the bidder has stamp paper of Rs.100/- as on stamp paper of never been blacklisted per format provided in **Form** Rs.100/- as per format or debarred by any organization, is - V provided in Form – V not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws 7. Proposed Services Execution filled Methodology/ Dulv filled Dulv Plan of the Bidder Program of Performing the Methodology Services provided in Schedule **Program of Performing** E to bid Services the in schedule E to bid 8. Available Financial Capability/ Provide Bank statement showing required balance of Liquid Assets of the firm Required Bank Minimum Liquid assets of Rs. Statement fulfilling 1.5 Million at any one instance criteria in three months period prior to publication of ITB 9. General Experience of providing Minimum of 05 Years of experience. Services Services The bidder must provide "Letter of Award/ Contract **Required** Documents agreement/Taking fulfilling criteria Over/ Completion Certificate" of the projects which of the experience is being claimed.



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

10.	Particular Experience of the Firm	Services provided amounting	
		to minimum of Rs. 4.5	
		Million/year/contract (at least	
		02 contracts during last 05	
		years)	Required Documents
		The bidder must provide	fulfilling criteria
		Work orders/ Completion	
		certificates/ contract	
		agreements etc. of the	
		projects of which experience	
		is being claimed.	



For Bank (Sign and Stamp)

# Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



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

Provided as Volume-II of Bidding Documents



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

#### 1. <u>Scope of Services:</u>

Scope of Services include providing below mentioned services complete in all respect as per terms and conditions of the contract for entire Premises including Main and ancillary buildings, their all floors, basements & roofs, open areas, walkways, lawns, Parking, terraces, projections etc. strictly in an environment friendly and safe way.

Services	Premises
Janitorial Supervisory Services	SBP Banking Services Corporation North Nazimabad
Technical Supervisory Services	
Janitorial Services	
Gardening Services	
Plumbing & Pumping Services	
Carpentry Services	
Painting Services	
Electrical Services	

## 2. <u>Services Schedule</u>

Services	Schedule
Janitorial Supervisory Services	08:00 AM to 5:30 PM from Monday to Thursday
Technical Supervisory Services	08:00 AM to 6:00 PM on Friday
Janitorial Services	Anyhow first round of daily Janitorial services shall
Gardening Services	have to be completed by 8:30 AM. A probable
Carpentry Services	schedule of areas, Services and its frequency is given
Painting Services	below.
Electrical Services	
Plumbing & Pumping Services	Round the Clock 365 days a Year (including
	Weekends and Holidays)

# 3. <u>Schedule of Approximate Areas for Services</u>

Approximate areas of various parts of premises where services are to be provided under this contract are as below;

S. No.	Description	Area in Sq. ft		
<u>Janit</u>	Janitorial Services			
Areas To Be Cleaned Daily				
1.	All covered & open areas of complete North Nazimabad complex comprising of office building premises and hostel premises. The area comprises of office Building Basement to 3rd Floor, generator/ substation room, canteen, police wash rooms, gate office, check posts (1 to 7), Hostel Block – A (G+1), Hostel Block-B (G+1), Hostel Block-C, Annexe, Gymnasium, pump rooms, wash rooms etc.	280,000		



# **Exclusions**

Gardening services for green field of cricket ground ,sports complex kiyaris, central round about, side terraced planter (flower bed), side wall kiyaris, landscape areas of both side grassy stairs, are not be included under this scope.

both side grussy starts, are not be included under this scope.				
1.	Lawn 1 Near Hostel Block B	25,000		
2.	Lawn 2 Near C Block	8,700		
3.	Lawn 3 between Annexe & Hostel Block B	7,400		
4.	Lawn 4 between Annexe & Hostel Block A	5,500		
5.	Lawn 5 near Pump room	15,500		
6.	Lawn 6 near Basement Ramp	4,800		
7.	Lawn 7 From generator Room to gate no 1	5,700		
8.	Lawn 8 At right side of gate no 1	12,000		
	Total Area of Gardening Services84,600			
Supe	Supervisory & Maintenance Services			
Janit	Janitorial Supervisory Services Entire Premises of SBP			
Technical Supervisory Services		BSC Office Building		
Carpentry Services		(Ground Floor to 3 <sup>rd</sup>		
Painting Services		Floor), Canteen Building,		
Electrical Services		Hostel Blocks A,B & C.		
Plumbing & Pumping Services		Annexe Residence ,		
		Security Offices, Sports		
		Complex		

## **Details & Frequency of Services:**

#### A. Janitorial Supervisory Services:

The major items of Services under this Contract are as follows:				
а	Supervision of Janitorial services in Contract's premises			
b	Coordination with the Client's official			
С	Preparation of reports/ checklists required in connection with different types of the			
	services under the contract and submission the same to the Client.			
d	To oversee and manage performance of the Services			

#### B. <u>Technical Supervisory Services:</u>

The major items of Services under this Contract are as follows:			
а	Supervision of Technical services in Contract's premises		
b	Coordination with the Client's official		
C	Preparation of reports/ checklists required in connection with different types of the		
	services under the contract and submission the same to the Client.		
d	To oversee and manage performance of the Services		

# C. Janitorial Services:



	tems of Janitorial Services under this Contract are as follows:	
	that cleansing materials and Consumables shall be provided by the Client	
regarding th	ses ,the Service Provider is required to coordinate with sanitation agencies he sewerage related issues like cleaning and proper functioning of sewer lines. No yment shall be admissible to Service Provider on this account. Client shall make	
	nents as required under the law.	
a	Janitorial and Cleaning Services of premises	
b	Cleaning of sewerage lines, rain water pipes and manholes including the	
	disposal of sludge etc. outside the municipal limits.	
С		
d	Vacuum cleaning of carpets	
e	Handling and disposal of shredding waste (If required)	
f	Collection and removal of entire garbage/trash from the premises and its ultimate disposal thereof.	
Frequency	of Janitorial Services	
Daily	Cleaning of floors, sweeping, damp mopping of Roads, pavements, floors,	
Services	window sills, projections, stairs and open area etc. regularly, and as and when needed	
	Cleaning/washing/ damp moping of all toilets, sanitary fixtures, such as wash basins, W.C. commodes, urinals, tiles, marbles and mopping with phenyl (continuously during the office hours on hourly basis) in the entire toilets/toilet blocks.	
	Cleaning/ dusting/damp wiping of tables, chairs, Almirah (steel/wooden), racks, wooden and glazed partitions, doors, windows, grills, fire extinguishers, sofa sets, blinds, before the start of office.	
	Cleaning of dustbins of all floors and shifting of garbage/trash from the premises and its ultimate disposal thereof.	
Cleaning/dusting of computers, photocopiers, telephone sets, fax printers, scanners etc.		
	Cleaning and dusting of main doors, stair cases, railings etc.	
	Sweeping/ cleaning of open grass, lawns, yards, approach roads/ramps, parking, mosque/prayer room area, security pickets, etc.	
	The area/fixtures under excessive usage will be cleaned regularly daily on hourly basis, such as: Main passage, staircases, corridors, waiting area, Wash basins, toilets, commodes, etc.	
	Cleaning, sweeping, dusting in any area of the Premises, or of any fixture etc. as and when, required. Replacement of toilet papers, tissue roles, re-filling of liquid hand wash, as and when needed on regular basis.	
	Spray of air freshener in the corridors and rooms as directed by Client.	
	Anti-mosquito spray in the rooms as and when required.	
	Spot cleaning as and when required	
	Washing and cleaning of official crockery as and when required	
	Handling and disposal of shredding waste (If required) by Client	
Weekly Service s	Cleaning, dusting of walls, lift doors, wooden partitions, glazed partitions, stair railings etc.	
s s	Thorough cleaning of toilet-blocks and tiles, walls tiles, bathroom fixtures and	



Thorough cleaning of all doors, windows, flower plants, panes, etc.Removal of cobwebs, birds' nests, etc.Cleaning of manholes and sewerage line in order to keep the drainage systemrunning/working properly of entire building/premises. The Service Providershall remove blockage / chocking of main sewerage/drainage line and free from
Cleaning of manholes and sewerage line in order to keep the drainage system running/working properly of entire building/premises. The Service Provider
running/working properly of entire building/premises. The Service Provider
shall remove blockage / chocking of main sewerage/drainage line and free from
07 0 07 0
all cumbersome of entire building/premises.
Cleaning of the vacant areas / floors of the building.
Vacuum cleaning of carpets
Sweeping/cleaning of entire roof of the building and removal of all unwanted
vegetation / grass etc. from all over the premises / buildings.
Thorough cleaning all gas burners etc. and greasing of rail cocks etc.
Vegetation / grass etc. from all over the premises/ buildings.Thorough cleaning all gas burners etc. and greasing of rail cocks etc.Opening of rain water pipes, top and bottom khurras, etc.Cleaning of open drains dusting / cleaning of peripheral walls, etc.
Cleaning of open drains, dusting/ cleaning of peripheral walls, etc.
Cleaning of false ceiling, wherever required and feasible.
<b>H</b> .5 Washing of curtains, window blinds carpets etc. where required and feasible.
Washing of manholes, sewer lines etc. with the help of suction machines         Washing of floor and Palishing of managia (markle floors ato)
Solution Washing of floor and Polishing of mosaic /marble floors etc.

## D. <u>Gardening Services:</u>

Gardening Serv	ices:	
The major items of Gardening Services under this Contract are as follows:		
Please note that plants, planters, seeds and Consumable shall be provided by the Client except		
for walk Behind Lawn Mower.		
а	Routine maintenance and up-keeping of lawns, trees and plants ,indoor /	
	outdoor Plants, Nurseries / Gardening and landscaping work as per	
	requirement	
b	Watering, cleaning of lawns, flowerbeds, plants, trees etc.	
С	Collection and disposal of plants related waste away from the premises	
d	applying of natural and artificial fertilizers, seeding, preparation of seasonal plants, pesticides etc.	
e	Assessment of required materials/plants etc. for seasonal plantation and	
	submission to Client at least one month before the start of particular	
	seasons.	
f	Growing and preparation of plants for future seasons.	
g	Germination, maturation and maintenance of seedlings etc.	
h	Landscaping, lawn dressing, watering, weed removal, grass cutting,	
	applying fertilizers, lawn pesticides by spray pumps. Zero cutting of lawns	
	(Excluding sports complex area)	
I	Weed removal from lawns.	
J	Proper handling of Client's walk Behind Lawn Mower (petrol engine) grass	
	cutting machine, arranging of petrol for grass cutting machine and plants	
	trimmer will be borne by contractor, maintenance of petrol machine	
	including monthly replacement of Oil Filter, Air Filter, replacement of	
	damaged plugs, replacement of all faulty spare parts , replacement of blade	
	and reel whichever is required for proper operation and maintenance of machine etc is the sole responsibility of the Service provider	
k	Landscaping works related to Gardening etc. cutting grass, trimming	
K	plants, applying fertilizers.	



D. 1. C	Market in the start of the second start of the		
Daily Services	Watering, cleaning of lawns, flowerbeds, plants, trees etc.		
	Watering and caretaking of indoor and outdoor planter		
	Collection and disposal of plants related waste away from the premises		
Weekly	Thorough cleaning of lawns, flower beds, plants, trees etc.		
Services	Turning/Preparation of soil, plowing and mixing of manure/ fertilizer in the		
	lawns, flower beds, plants etc.		
Fortnightly	Trimming, reshaping of plants etc.		
Services			
Monthly	Trimming, thinning and reshaping of trees etc.		
Services	Painting of flower pots etc. using paint		
	To prepare complete details of materials /plants /seeds /supplements/fertilizers/ pesticides etc. required for the up-coming quarter/season and submit the same to the Client at least one months before the particular seasons. Growing and preparation of plants for future seasons Any other landscaping related work		

## E. <u>Plumbing & Pumping Services:</u>

Plumbing Servi	ces:		
The major items of Services under this Contract are as follows:			
Please note that hardware, fitting & fixtures and Consumable shall be provided by the Client.			
a	Repair/ maintenance works related to water supply and drainage pipelines,		
	sanitary fittings, fixtures etc.		
b	Repair or replace broken drainage lines, clogged drains, faucets etc		
C	Locate and repair issues with water supply lines		
d	Checking of valves, water supply pipelines for any leakage		
e	Upkeep of Complete water supply, sewer and drain system		
f	Water pump maintenance and functioning services.		
G	Filling and management of water in overhead and underground water tanks		
h	Dusting, cleaning, greasing/oiling, and other minor works of the system		
i	Maintenance of Sluice valves, oiling of the external body, spindle etc		
j	Cleaning of valve manholes.		
k	Ensure all manhole covers are intact and properly fixed.		
1	To ensure sprinkler valves of Sports Complex are functioning properly and		
	monitor the water level during water supply hours at Sports complex.		
Daily Services	Repair/ maintenance works related to water supply and drainage pipelines,		
	sanitary fittings etc.		
	Checking of valves, water supply pipelines for any leakage		
	Operation and checking of pumps for water supply		
	Filling and management of water in overhead and underground water tanks		
Weekly	Complete opening of valves to ensure smooth functioning		
Services			
Monthly	Checkup of complete system for any threat and abnormality		
Services			

## F. <u>Carpentry Services:</u>



Carpentry Serv	rices:	
The major items of Services under this Contract are as follows:		
Please note that all hardware, ply, consumables and wood shall be provided by the Client.		
a	a Repair/ maintenance works related to carpentry and joinery works.,	
	Aluminum and glass etc.	
b	b Checking of doors/wooden material furniture/Fixture	
С	c Providing maintenance services with respect to glass works,	
d	d Replacement/ adjustment of door locks, hinges, tower bolts, table/drawer	
	locks, catchers, minor repairs works of wooden doors, partitions	
	workstations, cabinets, tables, drawers, maintenance of glass floor mounted	
	door closers, aluminum sections, glass works, glass cutting, edging, pebbling	
	etc.	
Daily Services		
	locks, hinges, tower bolts, table/drawers locks, catchers, minor repairs	
	works of wooden doors, partitions, workstations, cabinets, tables, drawers,	
	maintenance of glass floor mounted door closers, aluminum sections, glass	
	works, glass cutting, edging, pebbling etc.	
Weekly	Checking of locks, doors, cabinets, tables etc.	
Services		
Monthly	Checkup of complete system for any abnormality	
Services		

## G. Painting Services:

Painting Servic	ces:	
The major items of Services under this Contract are as follows:		
Please note that all consumable materials & hardware shall be provided by Client.		
a	a Repair/maintenance works related to painting & wooden polishing woks joinery works.	
b	Checking/observing all paintwork inside & outside building including but not limited to emulsion, enamel and weather shied paints.	
Daily Services	Paily Services Repair/maintenance works related to painting & wooden polishing wo joinery works.	
Weekly	Checking/observing all paintwork inside & outside building	
Services		
Monthly Services	Checkup of complete building for any abnormality	

# H. <u>Electrical Services:</u>

<b>Electrical Servi</b>	ices:	
The major items of Services under this Contract are as follows:		
Please note that switch, sockets, fitting & fixtures and Consumable shall be provided by the Client.		
а	Repair/ maintenance works related to electrification works and intercom etc.	
b	Connect wiring in electrical circuits and networks ensuring compatibility of components when required	
C	Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc.	



d		
	repair or substitute damaged units	
e Daily checking of floors for any abnormality regarding electrification		
	services mentioned	
f	Daily Resolution of complains of electrification or ACs	
g	Cleaning/dusting of fans , DBs , electrical appliances etc.	
h	h Upkeep of electrical Network	
Daily Services	<b>ces</b> Repair/ maintenance works related to electrification works etc.	
	Daily Resolution of complains of electrification or ACs	
Weekly	y Cleaning and servicing of electric Panels/ DBs with Blowers or Vacuum	
Services	cleaner	
	Checking of lighting/Switch Boards etc. and removal of abnormality	
	Checking and Tightening of nut/bolts of Electric Panels or DBs	
	Cleaning/dusting of fans and electrical appliances etc.	
Monthly	Checking of cables and their routes	
Services	Checkup of complete system for any threat and abnormality	

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

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



#### PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

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

1. Resources

S. No	Component of Premises	Service Requirement	Services Daily Schedule	Proposed Services Management Plan
Janito	orial Services			
1	Office Building (Ground Floor to 3rd Floor), Canteen Building, Hostel Blocks A,B & C. Annexe Residence. Security Offices. All open Areas etc	Janitorial, Cleaning, sweeping, mopping, dusting, etc.	08:00AM to 5-30 PM	
2	All the open areas of Gate 1, 2, 3,4,5 open area Office & Hoste Buildings, Cleaning of Roofs, Water Tanks Cleaning and the other misc. works.	Janitorial, Cleaning, sweeping, mopping, dusting, etc.	08:00AM to 5-30 PM	
Garde	ening Services			
1	Entire office premises except Exclusion mentioned above	Gardening services	08:00AM to 5-30 PM	
Super	visory & Maintenance Services			
1		Janitorial Supervisory Services	08:00AM to 5-30 PM	
2	Entire Premises of SBP BSC Office	Technical Supervisory Services	08:00AM to 5-30 PM	
3	Building (Ground Floor to 3 <sup>rd</sup> Floor), Canteen Building, Hostel	Carpentry Services	08:00AM to 5-30 PM	
4	Blocks A,B & C. Annexe Residence , Security Offices,	Painting Services	08:00AM to 5-30 PM	
5	Sports Complex	Electrical Services	08:00AM to 5-30 PM	
6		Plumbing & Pumping Services	Round the Clock	



#### **SCHEDULE D TO BID**

## Services to be performed by Sub-Service Providers

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



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

Section VI - CONDITIONS OF CONTRACT



1. General Provisions	
1.1. Definitions	1.1.1. Unless the context otherwise requires, the following terms
	whenever used in this Contract have the following
	meanings:
	a) "Applicable Law" means the laws and any other
	instruments having the force of law in the Islamic
	Republic of Pakistan.
	b) <b>"Authorized Officer"</b> means the person notified by SBP BSC to act as the officer in-charge for the purpose
	of the implementation of Contract and named as such
	in the Work Order or Letter of Acceptance.
	c) <b>"Confidential Information</b> " 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
	<ul><li>by implication, confidential or of commercial value.</li><li>d) "Client / SBP BSC" means SBP Banking Services</li></ul>
	Corporation, that signs the Contract for the Services
	with the selected Service Provider.
	e) <u>"Contract"</u> means the legally binding written
	agreement signed between the Client and the Service
	Provider, which includes all the attachments and
	appendices thereto, and all documents incorporated
	by reference therein.
	f) <b>"Day"</b> means a Gregorian calendar day unless
	indicated otherwise. g) <b>"GCC"</b> means these General Conditions of Contract;
	<ul><li>g) "GCC" means these General Conditions of Contract;</li><li>h) "Government" means the Government of the Islamic</li></ul>
	Republic of Pakistan ;
	i) <b>"Party"</b> means the Client or the Service Provider, as
	the case may be, and "Parties" means both of them;
	j) <b>"Services"</b> means the work to be performed by the
	Service Provider under this Contract.
	k) <b>"Service Provider's Bid"</b> means the completed
	Bidding Documents submitted by the Service
	Provider to the Client l) <b>"SCC"</b> means the Special Conditions of Contract by
	which the GCC may be amended or supplemented;
	m) <b>"Specifications"</b> means the specifications of the
	service included in the Bidding Documents submitted
	by the Service Provider to the Client
	n) "Service Points" are the number of locations of
	services where service provider is required to
	provide uninterrupted services, simultaneously.
	o) "Service Provider" means the person whose

# A. GENERAL CONDITIONS OF CONTRACT (GCC)



	· · · · · · · · · · · · · · · · · · ·
	<ul> <li>tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.</li> <li>p) "Service Provider's Employee" employees of the Service Provider.</li> </ul>
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 <b>at Section VI-Part-1.</b> and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Instructions, ,Inspection and Audit by the Client	1.7.1. The Service Provider shall carry out all instructions of SBP BSC communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.
	1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws	1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
	1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of



	SBP BSC for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by SBP BSC.
1.10. Services	1.10.1.The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
1.11. Service	
Execution Schedule	1.11.1.The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. Client
Execution Schedule	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.
	1.11.2.The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment.
	1.11.3.If required on holidays, the Service Provider shall be obliged
	to manage the Services in such a manner as necessary for
	the execution of the Services 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.
	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. 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.
	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.
1.12. Attendance of	1.12.1. The Service Provider shall attend all the meetings, when
Meetings	called by Client, to discuss the quality of services and other
	matters related to the Contract, without any compensation from Client.
1.13. Responsibilities,	Notwithstanding to any provision contained in the Contract, the
Liabilities And	Service Provider shall be exclusively responsible for the following
Warranties By The	during the currency of the Contract:
Service Provider	1.13.1 The Service Provider shall execute and deliver Services as
	mentioned in the Contract in accordance with Client's
	requirements, relevant rules, regulations, standards, safety
	measures and shall maintain good order at the premises as
	0 1



	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.
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;
1 1 2 2	The Service Provider/or their resources to hold requisite
1.15.5	
	power, authority and valid license and authority to carry out the Contract and deliver Services mentioned In the
	Contract. The Service Provider shall obtain or renew all
	permits, NOCs, licenses, certificates or registrations etc.
	that may be required to perform the Services under this
	Contract.
1.13.4	The Service Provider shall bring at site all equipment
	including but not limited to those specified in the Contract
	necessary to carry out the services under the Contract. The
	Service Provider shall ensure the equipment remain in
	working order.
1.13.5	The Service Provider shall adhere to all directions of Client
	and observe security protocol as per Client's requirement
	for execution of services like security clearance of its
	employees, etc. for which documents / data shall also be
	provided to Client. The Service Provider warrants that its
	employee(s) have no criminal record and shall not indulge
	in any criminal activity. The Service Provider agrees that if
	Client is not satisfied with the services of its resources for
	execution of services, necessary replacements will be
	arranged and Client shall have exclusive right to not accept
	the services of any service provider resource.
1.13.6	Any breach by Service Provider of this Clause, shall
	constitutes a material breach of the Contract and may lead
	towards Termination as per Clause-2.6.2 In addition, Client
	shall be entitled to require Service Provider to (a) remedy
	the breach at its cost; (b) pay for it to be remedied; or (c)
	repay all amounts already paid for the defective Services.
	repu, an amounts an easy part for the defective services.

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness	2.1.1. This Contract shall come into effect on the date the Contract is
of Contract	signed by both parties or such date as may be stated in the SCC



2.2. Duration of Contract       2.2.1. The duration of this contract shall be twelve (12) months renewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any othe 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/ Variations       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       2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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 and which makes al reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.         2.5.2. No Breach of Contract Majeure.       No Breach of Contract as per clause 1.6 of the contract because of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed t		or work order.
Contractrenewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any othe clause of this Contract.2.3. Extension of Contract2.3.1. 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/ Variations2.4.1. 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 Majeure2.5.1 Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible on so impractical as to be considered impossible under the circumstances. The Party in writing and take all reasonable steps to overcome the Force Majeure. Haigure berists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.2.5. Mo Breach of Contract majeure.2.5.1. Mo Breach of Contract majeure.2.5.2. No Breach of Contract majeure.3.3.1.1 the failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;a. has taken all reasonable alternative measures to carry out the terms and conditions of this Contract, complete about the occurrence of such an event.2.5.3. Extension of Time Any pe	2.2. Duration of	
rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.2.3. Extension of Contract2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract.2.4. Modification/ Variations2.4.1. 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 Majeure2.5.1. Definition 		
clause of this Contract.2.3. Extension of Contract2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract)2.4. Modification/ Variations2.4.1. 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 Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party is myriting and take all reasonable steps to overcome the Force Majeure Majeure.2.5.2. No Breach of Contract Majeure.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, complete about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a perior equal to the time during which such Party was unable to perform sud activities as a result of Force Majeure or on the advice of Client.		
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/ Variations       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       2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.         2.5.2. No Breach of Contract Majeure.       2.5.2. No Breach of Contract in the failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.         2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complets		
Contractconditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to SBP BSC to call new tender and award of a fresh contract.2.4. Modification/ Variations2.4.1 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 Majeure2.5.1 Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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 ishall on the occurrence of the Contract because of Force Majeure2.5.2. No Breach of Contract MajeureThe failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, complete about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform sucl activities as a result of Force Majeure or on the advice of Client.	2.3. Extension of	
Contract) for a period suitable to SBP BSC to call new tenders and award of a fresh contract.2.4. Modification/ Variations2.4.1. 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 Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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 		
and award of a fresh contract.2.4. Modification / Variations2.4.1. 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 Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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 shall on the occurrence of the Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complet 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.	contract	
2.4. Modification/ Variations2.4.1. 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 Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, complete about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a perior 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.		
Variationsincluding 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 Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.	2.4. Modification/	
Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.2.5. Force Majeure2.5.1 Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.	'	,
between the Parties in compliance with PPR-2004.2.5. Force Majeure2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.		
<ul> <li>2.5. Force Majeure</li> <li>2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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.</li> <li>2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</li> </ul>		
MajeureFor this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract 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 asonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.2.5.2.No Breach of Contract Majeure.The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;a.has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event.2.5.3.Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.	2.5 Force	
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract</li> <li>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;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> <li>2.5.3. Extension of Time</li> <li>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.</li> </ul>		
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract</li> <li>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; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul>	hujeure	
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract</li> <li>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;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> <li>2.5.3. Extension of Time</li> <li>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.</li> </ul>		
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract <ul> <li>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; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul></li></ul>		· · ·
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract <ul> <li>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; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul></li></ul>		
<ul> <li>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.</li> <li>2.5.2. No Breach of Contract <ul> <li>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; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul></li></ul>		
<ul> <li>Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</li> <li>2.5.2. No Breach of Contract <ul> <li>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;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>contract as per clause 2.6 of the Contract because of Force Majeure.</li> <li>2.5.2. No Breach of Contract <ul> <li>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;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>Majeure.</li> <li>2.5.2. No Breach of Contract <ul> <li>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; <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul></li></ul>		
<ul> <li>2.5.2. No Breach of Contract <ul> <li>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;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time <ul> <li>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.</li> </ul> </li> </ul>		
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 		
<ul> <li>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;         <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time         <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;         <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time         <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>event of Force Majeure, provided that the party affected by such an event;</li> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> <li>2.5.3. Extension of Time</li> <li>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.</li> </ul>		
<ul> <li>such an event;         <ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> </li> <li>2.5.3. Extension of Time         <ul> <li>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.</li> </ul> </li> </ul>		
<ul> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> <li>2.5.3. Extension of Time</li> <li>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.</li> </ul>		
reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. 2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.		
terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. 2.5.3. <u>Extension of Time</u> 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.		
b. has informed the other Party as soon as possible about the occurrence of such an event. 2.5.3. <u>Extension of Time</u> 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.		
about the occurrence of such an event. 2.5.3. <u>Extension of Time</u> 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.		
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.		
Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.		2.5.3. Extension of Time
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.		Any period within which a Party shall, under this Contract, complete
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.		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
2.6. Termination 2.6.1. By the Client		activities as a result of Force Majeure or on the advice of Client.
	2.6. Termination	2.6.1. <b>By the Client</b>
The Client may terminate this Contract, by not less than		The Client may terminate this Contract, by not less than
fourteen (14) days written notice of termination to the		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 <b>Clause</b>		events specified in paragraphs (a) through (g) of this Clause
2.6.1:		
a) if the Service Providers do not remedy a failure in the		a) if the Service Providers do not remedy a failure in the
performance of their obligations under the 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		c) if, as the result of Force Majeure, the Service Provider/s



<ul> <li>are unable to perform a material portion of the Services for not less than sixty (60) days, or</li> <li>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.</li> <li>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.</li> <li>f) if the Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2 By 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.</li> <li>2.6.3 Payment upon Termination</li> <li>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:     <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination.</li> <li>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.</li> <li>c) If the total amount already released by client exceeds</li> </ul></li></ul>		
<ul> <li>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.</li> <li>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.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2 By the Service Provider</li> <li>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.</li> <li>2.6.3 Payment upon Termination</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date 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.</li> </ul></li></ul>		
<ul> <li>engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>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.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>2.6.3. Payment upon Termination</li> <li>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:     <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>for or in executing the Contract.</li> <li>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.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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, 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 the Service Provider under the Service Provider that such payment is overdue.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>2.6.3. Payment upon Termination</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>b) except in the case of termination;</li> <li>b) except in the case of termination;</li> <li>b) except in the case of termination;</li> </ul></li></ul>		
<ul> <li>action under Penal Code of Islamic Republic of Pakistan.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>b) except in the case of termination;</li> <li>b) except in the case of termination;</li> <li>b) except in the cose of termination;</li> </ul></li></ul>		e) If The Service Provider's employees commit a serious
<ul> <li>f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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 terminate, and the date upon which such termination becomes effective.</li> <li>2.6.2. Bv the Service Provider</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		crime within the premises which can result in police
<ul> <li>Guarantee under Clause 3.12</li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date 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.</li> </ul></li></ul>		action under Penal Code of Islamic Republic of Pakistan.
<ul> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By 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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>2.6.3. Payment upon Termination</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		Guarantee under Clause 3.12
<ul> <li>deficiencies as mentioned under the Clause 7.2.</li> <li>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.</li> <li>2.6.2. By 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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		
<ul> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>2.6.3. Payment upon Termination</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		Contract including failure to correct performance
<ul> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>2.6.3. Payment upon Termination</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		h) Client in its sole discretion, may terminate the Contract, in
<ul> <li>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.</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		whole or in part, at any time for its convenience. The
<ul> <li>of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</li> <li>2.6.2. By the Service Provider</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		notice of termination shall specify that termination is for
<ul> <li>and the date upon which such termination becomes effective.</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		the Client's convenience, the extent to which performance
<ul> <li>effective.</li> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		
<ul> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>	2.6.2.	-
<ul> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul></li></ul>		
<ul> <li>receiving written notice from the Service Provider that such payment is overdue.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>payment is overdue.</li> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		
<ul> <li>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: <ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul> </li> </ul>		-
<ul> <li>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:</li> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul>		
<ul> <li>2.6.2, the Client shall make the following payments to the Service Provider:</li> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul>	2.6.3.	
<ul> <li>Service Provider:</li> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul>		-
<ul> <li>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul>		
<ul> <li>satisfactorily performed by the Service before the effective date of termination;</li> <li>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.</li> </ul>		
<ul> <li>effective date of termination;</li> <li>b) except in the case of termination under paragraphs (a),</li> <li>(b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</li> </ul>		
<ul> <li>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.</li> </ul>		
(b), (d), (e), (f) of <b>Clause 2.6.1</b> , reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.		
reasonable cost incident to the prompt and orderly termination of the Contract.		, i i i i i i i i i i i i i i i i i i i
termination of the Contract.		
c) If the total amount already released by client exceeds		
any payment due to the Service Provider, the difference		
shall be recovered from the payable amounts and/or		
the Retention Money/Performance Security.		the Retention Money/Performance Security.
d) In case of termination under Clauses 2.6.1 except		d) In case of termination under Clauses 2.6.1 except
under Paragraphs (c) and (h), performance security		under Paragraphs (c) and (h), performance security
shall be forfeited.		shall be forfeited.

3. Obligations of the Service Provider	
3.1. General	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



3. Obligations of the Servic	e Provider
	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.
3.1.	2. The Service Provider will ensure continuity of services
	without interruption as per requirement.
3.1.	3. In the course of the performance of the services the Service
	Provider shall comply with all requirements of the Client.
3.1.	4. The Service Provider shall comply with all applicable laws,
	rules and regulations, instructions and customary practices
	of the Client in Pakistan.
3.1.	5. The Service Provider shall promptly notify the Client of any
	matter coming to their knowledge that could have a material effect on the business or affairs of the Client.
31	6. The Service Provider shall disburse the
	salaries/wages/remuneration to its resources through
	Bank Account Transfer before 5 <sup>th</sup> 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.
<b>3.2. Indemnity</b> 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
32	service provider in the execution of this Contract. 2. Any claims of service provider's current employees or ex-
5.2.	employees, or associates, or their heirs whether against the
	Service Provider, other Service Providers working within
	the same premises or any other person, regarding deals
	made at personal level by the staff or personal matters or
	deals carried out in whatsoever form, manner or capacity.
3.2.	3. Any Government Permits, Licenses, etc. that may be
	required for performing the services contemplated under
	the Contract.
3.2.	4. Any tax, government duties, insurance contributions and
	other taxes or social security contributions in respect of
	Service Provider's employee(s) or sub-service provider of
	Service Provider together in each case with any interest, fines or penalties thereon
32	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



3. Obligations of the Se	ervice l	Provider
		claim regarding the medical care or treatment expenses
		submitted by the employee or ex-employee of the Service Provider or their legal heirs.
3.3. Conflict of	3.3.1.	Service Provider and Service Provider's employee (s)
Interests	0.0111	Not to Benefit from Commissions and Discounts.
		Payment against the services under <b>Clause 6</b> shall
		constitute sole payment to the Service Provider. The Service
		Provider shall not accept for their benefit any trade
		commission, discount, or similar payment in connection
		with activities pursuant to this Contract, and in discharge of
		their obligations under this Contract., The Service Provider
		shall ensure that the Service Provider's Employee(s), or
		their affiliates shall not receive any additional payment.
	3.3.2.	Prohibition of Conflicting Activities
		a) Neither the Service Providers nor their affiliates shall
		engage, either directly or indirectly, in any activities
		during the term of this Contract, any business or
		professional activities in the Islamic Republic of
		Pakistan which would conflict with the activities
24 Confidentiality	241	assigned to them under this Contract;
3.4. Confidentiality	3.4.1.	Information relating to evaluation of bids and recommendations concerning to award of the contract shall
		not be disclosed by the Bank to the Service Provider or to
		any other person who is not officially concerned with the
		process, until the announcement of the result of evaluation.
	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.
	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 Service Provider.
3.5. Contractual	351	From the Commencement Date until the expiry of the
Liability	5.5.1.	Contract, the risks of personal injury, death, and loss of or
Insurance		damage to property of SBP BSC and third Party due to the
		negligence of the Service Provider, its employees,
		associates, sub-Service Provider, assigns etc. (including,
		without limitation, the tiles, cables, wood works,
		paint/polish, flower pots, plants, fixtures, metallic items
		etc.), all such risks are Service Provider's risks. The Service
		Provider shall have to make good all damages/losses to SBP
		BSC. In case of failure, SBP BSC reserve all legal rights
		including but not limited to deduction from any money of the Service Provider with the Bank.
	350	The Service Provider with the Bank. The Service Provider shall indemnify and keep indemnified
	5.5.2.	SBP BSC, at all times against any loss, claim, damage, charge
		occurred to SBP BSC due to negligence or fraud committed
		by Service Provider or its employee. The Service Provider
L		· · · · · · · · · · · · · · · · · · ·



3. Obligations of the Second	ervice Provider
	may, to protect themselves, obtain "Contractual Liability
	Insurance" to cover all claims related to Negligence /
	Fraud/theft if any, committed by the Service Provider or its
	employees but this is not obligatory. If the Service Provider
	obtains the above insurance, Service Provider shall be
	responsible to indemnify SBP BSC regardless of the
	payment of the insurance amount paid by the insurance
	company to the Service Provider. Failure of the Service
	Provider to pay the SBP BSC's claim shall authorize SBP BSC
	to deduct the claimed amount from the amount payable to
2.6 Correitor	Service Provider.
3.6. Service Providers'	3.6.1. The Service Provider shall obtain the client's prior approval
	in writing before taking any of the following actions:
Actions Requiring	<ul> <li>a) entering into a subcontract for the performance of any part of the Services,</li> </ul>
Client's Prior	b) changing the schedule of activities;
Approval	c) any other action that may be specified in the SCC.
3.7. Independent	3.7.1. The parties agree that this contract creates an independent
Service Provider	Service Provider relationship, not an employment
Status	relationship. The Service Provider acknowledges and
	agrees that the client will not provide the Service Provider
	or the Service Provider's employee(s) any fringe benefits or
	for the reimbursement of any expenses, including without
	limitation any medical or pension payments, and that
	income tax/withholding tax is Service Provider's
	responsibility.
	3.7.2. The Service Provider shall be exclusively responsible for
	paying the salary and other emoluments and providing the
	benefits to which each of The Service Provider employee (s)
	is entitled under his/her contract with The Service Provider.
	All claims made by the Service Provider's employee (s) shall
	be dealt with exclusively by the Service Provider.
	3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground
	that he/she had been posted by the Service Provider at any
	of the premises of SBP BSC for performance of this contract.
3.8. Compliance	3.8.1.The Service Provider shall be responsible to comply with all
with all the	applicable laws of the land to fulfill the regulatory payments
Regulatory	under Labor Laws which includes but not limited to:
Requirement	f. Payment of at-least minimum
-	wages/salaries/remuneration as notified by the
	respective Government.
	g. Ensure EOBI/Social Security registration of its
	resources and regular payment of contributions.
	h. Group Life and Medical Insurance.
	i. Casual, medical and maternity or any other leaves as
	per applicable laws.
	j. Any other requirement as applicable under the
	relevant law.



3. Obligations of the Se	ervice Provider
	<ul> <li>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.</li> <li>3.8.3. The Service Provider shall take all practicable steps to ensure whether the first service provider shall take all practicable steps to ensure whether the first service provider shall take all practicable steps to ensure whether the first service provider shall take all practicable steps to ensure whether the first service provider shall take all practicable steps to ensure whether the first service provider shall take all practicable steps to ensure whether the first service provider steps to ensure service provider steps to ensu</li></ul>
3.9. Reporting Obligations	<ul> <li>that all of its resources comply with the Applicable Law.</li> <li>3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.</li> </ul>
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1.All, reports, and other documents and software submitted (if any) by the Service Provider under <b>Clause 3.9</b> 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
3.11. Penalties / Liquidated Damages	<ul> <li>be subject to approval of Client.</li> <li>3.11.1.For each deficiency and poor service, SBP BSC will impose a penalty amounting up to 1.5 times of its daily respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.</li> <li>3.11.2.In addition to the above penalty, the SBP BSC would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of SBP BSC and / or third party due to any fault on the part of the Service Provider.</li> <li>3.11.3.Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to SBP BSC as and when required.</li> <li>3.11.4.Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement of salaries/wages/remuneration within the date specified in the Contract.</li> </ul>
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 28 days beyond the Contract Period. Notwithstanding anything contained in the Contract and / or applicable law the



3. Obligations of the Se	ervice Provider
	Performance Guarantee shall be forfeited if the Services
	Provider fails to perform its obligations under the Contract.
3.13. Early	3.13.1.The Service Provider shall warn SBP BSC in writing at the
Warning by the	earliest opportunity of specific likely future events,
Service Provider	problems or circumstances whether on Service Provider's
	part or on SBP BSC's part, that may adversely affect the
	quality of Services. The Service Provider should also
	provide the details of likely corrective measures required.
	3.13.2. SBP BSC shall evaluate and decide the corrective measure to
	be adopted as soon as reasonably possible. 3.13.3.If the Service Provider fails to give an early warning without
	any justified reason he shall be held responsible for all the
	consequences thereof.
3.14. Declaration	3.14.1. The Service Provider hereby declares that it has not obtained
	or induced the procurement of any contract, right, interest,
	privilege or other obligation or benefit from SBP BSC through
	any corrupt business practice.
	3.14.2. The terms and conditions and the Schedules thereto
	represent the entire Contract and understanding between
	SBP BSC and the Service Provider, in relation to the subject
	matter hereof and supersede all previous agreements
	and/or understandings between the parties in relation
	thereto.
	3.14.3. If any provision of the Contract is found by any court or
	competent authority to be invalid, unlawful or
	unenforceable, that provision shall be deemed not to be a
	part of the Contract and it shall not affect the enforceability
	of the rest of the Contract.
	3.14.4. Unless expressly provided, no term of this Contract is
	enforceable by any third party.
	3.14.5. This Contract is personal to Service Provider and Service
	Provider shall not assign or subcontract any of its rights or
	obligations under it without SBP BSC's prior written consent.
	Any subcontracting shall be on terms consistent with these
	Conditions.
	3.14.6. The Contract shall be governed by the laws of Pakistan and
	Service Provider and SBP BSC agree to submit to the
	exclusive jurisdiction of the courts in Pakistan.

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

## 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	<ul> <li>5.2.1.If, after the date 7 days prior, to the latest date for submission of tenders for the Contract there occur changes to any 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 statuary 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.</li> <li>5.2.2.The Service Provider shall substantiate price adjustment with supporting relevant documents including government notifications etc. in evidence.</li> </ul>	
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 and Exemptions	5.4.1. No assistance regarding exemption will be provided by the Client.	
5.5. Access To The Buildings/ Premises And Stores	<ul> <li>5.5.1. Before the commencement of the Contract, SBP BSC 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 SBP BSC Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.</li> <li>5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of SBP BSC to his office, store or other areas under his control while providing the Services under the Contract.</li> </ul>	
5.6. Performance / Completion Certificate	5.6.1. SBP BSC 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 <b>Clause 5.2</b> , the Contract Price may only be increased above the amounts stated in <b>Clause 6.2</b> if the Parties have agreed to additional neuronate under <b>Clause 3.4</b> and <b>6.2</b> .	
6.2. Contract Price	<ul> <li>have agreed to additional payments under Clauses 2.4 and 6.3.</li> <li>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.</li> </ul>	



6. Payments to t	he Service Provider		
6.3. Payment for	<ul> <li>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.</li> <li>6.3.1. In case of additional services beyond daily service duration are</li> </ul>		
Additional Services	required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of SBP BSC at any time. SBP BSC shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:		
	Monthly charges as per proposed management plan / (9 hours) 30		
6.4. Terms and Conditions of	6.4.1.The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.		
Payment	6.4.2.In case of unavailability of services, SBP BSC will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:		
	Monthly charges as per the PriceResources as per proposed management planNumber of days for which services remained unperformed		
	6.4.3.Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of SBP BSC on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client.		
	6.4.4.With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.		
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.		
6.6. Taxes and Duties	6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.		



6. Payments to the Service Provider				
		6.6.2	The Service Provider is bound to pay provincial and other taxes,	
			duties, liabilities, license fees etc. due to concerned department	
		directly, and is bound to discharge all duties and liabilities in this		
			regard. Any concealing facts in this regard would lead to	
			termination of Contract and blacklisting etc.	
			0	

7. Quality Control		
7.1. Performance	7.1.1. The Service Provider will maintain the highest level of service	
Standards	standards as per best industry practice or as specified in this	
	contract.	
7.2. Correction of	7.2.1. SBP BSC shall check the Service Provider's work and bring to	
Defects, and	the knowledge of the Service Provider of any defects that are	
Penalty for	found. Such checking shall not affect the Service Provider's	
Lack of	responsibilities.	
Performance	7.2.2. The SBP BSC's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, SBP BSC will impose a penalty as per Clause 3.11.	
	7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, SBP BSC may issue notice to the Service Provider.	
	7.2.4. If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, SBP BSC may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and SBP BSC shall also debar the Service Provider from participation in future Contracts.	

	8. Resolution of Disputes		
8.1. Disputes Resolution Procedure	. If any dispute arises between the parties (Service Provider and SBP BSC), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by the competent authority at SBP BSC who will examine the matter in detail and give a decision.		
	8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.		
9. H	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 SBP BSC's instructions, procedures or policies related thereto, at no additional cost to SBP BSC. The costs of supplying and/or		



9.2. Electric Power Supply, Water Supply, Telephone etc.	<ul> <li>without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&amp;S requirements of SBP BSC communicated to the Service Provider from time to time.</li> <li>9.2.1. Water and electric power for rendering the services under the Contract will be provided by SBP BSC. 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</li> </ul>
	<ul> <li>BSC's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide SBP BSC with any information which it may have related to a potential or actual security threat to SBP BSC.</li> <li>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.</li> <li>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures: <ul> <li>a)</li> <li>b)</li> <li>Control of other air pollutants.</li> <li>c)</li> <li>Recovery and recycling of usable materials.</li> <li>d)</li> <li>Control of noise from power facilities.</li> <li>f)</li> <li>Limitation of Vibrations.</li> <li>g)</li> <li>Preservation of archaeological Sites.</li> <li>i)</li> <li>Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.</li> </ul> </li> </ul>
	<ul> <li>compliance with standard HSE&amp;S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that SBP BSC's recommendations and industry standards in this regard are implemented without any delay.</li> <li>9.1.3. The Service Provider shall provide SBP BSC information about its working practices, materials and equipment and shall operate in a manner which does not compromise SBP</li> </ul>
	<ul> <li>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.</li> <li>9.1.2. SBP BSC may periodically check the Service Provider's</li> </ul>



9.3. First aid Facilities	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.	

10. Corrupt and Fraudulent Practices			
10.1. Corrupt &	10.1.1.The Client requires compliance with its policy regarding		
Fraudulent	corrupt and fraudulent practices. In pursuit of this policy,		
Practices	the Client follows, inter alia, the instructions contained in		
	Rule 2(1)(f) of PPR 2004 which defines:		
	<i>i. "corrupt and fraudulent practices"</i> in respect of		
	procurement process, shall be either one or any		
	combination of the practices including,-		
	<i>ii. "coercive practices"</i> which means any impairing or		
	harming or threatening to impair or harm, directly or		
	indirectly, any party or the property of the party to		
	influence the actions of a party to achieve a wrongful		
	gain or to cause a wrongful loss to another party;		
	<i>iii. "collusive practices"</i> which means any arrangement		
	between two or more parties to the procurement		
	process designed to stifle open competition for any		
	wrongful gain, and to establish prices at artificial,		
	non-competitive levels;		
	<i>iv. "corrupt practices"</i> which means the offering, giving,		
	receiving or soliciting, directly or indirectly, of		
	anything of value to influence the acts of another		
	party for wrongful gain;		
	<i>v. "fraudulent practices"</i> which means any act or		
	omission, including a misrepresentation, that		
	knowingly or recklessly misleads, or attempts to		
	mislead, a party to obtain a financial or other benefit		
	or to avoid an obligation; and		
	vi. "obstructive practices" which means harming or		
	threatening to harm, directly or indirectly, persons		
	to influence their participation in a procurement		
	process, or affect the execution of a contract;"		
10.2. Mechanism	10.2.1. The client will terminate the contract if it determines that		
Blacklisting and	the Service Provider recommended for award has, directly		
cross-debarring	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 <b>Rule 19 of PPR-2004</b> , "The Client can inter alia		
	blacklist Service Provider found to be indulging in corrupt		



	or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.	
	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
	Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
	Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/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/ Bidder/ 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 SBP BSC will be final and conclusive.	
10.3. Beneficial	10.3.1.Beneficial Ownership information	
Ownership information	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 submission agency shall i. Black rule	of the beneficial ownership by the company or of false or partial information, the procuring



## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
1.1.1(b)	The Client is SBP BSC North Nazimabad		
1.1.1(c)	The Service Provider is [ insert name]		
1.1.1(d)	The Title & Reference of the procurement is;		
	Procurement of Janitorial , Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation North Nazimabad Karachi		
	Reference No: NN-C-1		
1.5	The addresses are:		
	Client: *******		
	SBP Banking Services Corporation (BSC)		
	North Nazimabad		
1.6	The Authorized Representatives will be nominated in the Work order.		
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of		
	<b>Pay Order/Demand Draft/Deposit at Call/Bank Guarantee</b> from any		
	Scheduled Bank registered in Pakistan.		
	The Performance Security would remain valid 28 days beyond the contract		
	expiry date.		
6.5	Payment shall be made in Pak Rupees.		
8.1.2	Place of arbitration would be Karachi.		



#### **STANDARD FORMS**

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



#### <u>SECTION VIII- Contract for Procurement of Janitorial , Gardening and Maintenance</u> Services at State Bank of Pakistan Banking Services Corporation North Nazimabad <u>Karachi</u>

This Contract \_\_\_\_\_\_ at SBP Banking Services Corporation Head office is made at Karachi the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2022.

#### **BETWEEN**

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

AND

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

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

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

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

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

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee



For Bank (Sign and Stamp)

- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)

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

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

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

For and on behalf of SBP Banking Services Corporation \_\_\_\_\_

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

Signed by: _	
CNIC #:	
Witness-2:	
Signed by: _	
CNIC #:	

For and on behalf of \_\_\_\_\_

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

Signed	by:	
0	5	

CNIC #: \_\_\_\_\_



[Seal]

#### (INTEGRITY PACT)

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

Contract No.\_\_\_\_\_ Dated \_\_\_\_\_ Contract Value:

Contract Title:

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

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

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

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

Name of Buyer:	Name of Seller/Supplier:
Signature:	Signature:

[Seal]



Page **66** of **68** 

For Bank (Sign and Stamp)

#### FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

(Letter by the Guarantor to SBP Banking Services C	Guarantee No Executed on forporation)
Name of Guarantor (Scheduled Bank in Pakistan) w address: Name of Principal (Service Provider) with address:	
Penal Sum of Guarantee (express in words and figures)	
Letter of Acceptance No.	Dated

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for \_\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_\_ (Name of Project).

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

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

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

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Service Provider has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount



stated above upon first written demand from SBP BSC forthwith and without any reference to the Principal or any other person.

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



TWO VOLUMES Volume-I: Bidding and Contract Documents Volume-II: Financial Bid

## SBP BANKING SERVICES CORPORATION (BSC)



# PROCUREMENT OF JANITORIAL, GARDENING AND MAINTENANCE SERVICES AT

## STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION NORTH NAZIMABAD KARACHI

## **BIDDING AND CONTRACT DOCUMENTS**

## **VOLUME-II**

**FINANCIAL BID** 

JANUARY 2023



For Bidder (Sign and Stamp)

For Bank (Sign and Stamp)

### Section V- Form for Financial Bid

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

Date: \_\_\_\_

## To:

SBP Banking Services Corporation, Head Office

#### **Dear Sir:**

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

We undertake, in case our Bid is accepted, to deliver the services in accordance with the Tender Documents and other terms and conditions of the contract.

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

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

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

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

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_ 2022\_\_\_.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



#### Form II – Price Schedule The Financial Bid

Name of Bidder\_\_\_\_\_ Reference Number: NN-C-1

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

Sr. No.	Description	Fee per Month inclusive of all applicable taxes etc. (Rs.)	Annual Amount (Rs.)
1	Technical Supervisory Services fee		
2	Janitorial Supervisory Services fee		
3	Janitorial Services fee		
4	Gardening Services fee		
5	Plumbing & Pumping Services Fee		
6	Carpentry Services fee		
7	Painting Services fee		
8	Electrical Services fee		
Total Fee for One Year (Rs) =			

# Rupees (in

words):\_\_

\_\_only

#### Note:

1. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Prevailing Withholding tax rates (ATL) are as below:



		Rate of Withholding Tax %			
S.No.	Service Category	Company	Other than Company	Registered with PEC	
1	Janitorial & Gardening Services	8	10	N.A.	
2	Building Maintenance Services , Services for Lifts, Escalators, Generators, HVAC , Split AC	8	10	3	
3	PABX Maintenance Services	8	10	N.A.	
4	PA Maintenance Services	8	10	N.A.	

- 2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
- 3. Since participating bidders are required to ensure compliance with relevant laws, therefore, SBP BSC may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
- 4. While assessing the economic viability, if SBP BSC found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, SBP BSC reserves the right to reject such bid/s.

Authorized Signature:	
Name and Title of Signatory:	
Name of Bidder:	
Address:	

