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SBP BANKING SERVICES CORPORATION ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF DIESEL GENERATOR SETS, ALLIED EQUIPMENT AND ELECTRICAL DISTRIBUTION ROOM

AT

KDA BUNGALOW NO. P3 AND P0, KDA SCHEME NO. 1 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



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SBP BANKING SERVICES CORPORATION (SBP BSC)

Invitation to Bids (IFB)

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



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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

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(Bidding Documents-Section-I)

INSTRUCTIONS TO BIDDERS

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- 5 Cost of Bidding

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Section - I INSTRUCTIONS TO BIDDERS

A. Introduction

A. Introduction		
1. Scope of Bid	1.1. SBP Banking Services Corporation, having its principal place of	
	business as defined in Bid Data Sheet, (hereinafter called "SBP BSC")	
	invites Bids for the Services summarized in the Bid Data Sheet	
(BDS) (hereinafter referred to as "the Services"), at the Build		
	and other areas specified in the BDS (hereinafter referred to as	
	Premises).	
	1.2. Bidders must quote for the complete scope of Services. Any Bid	
	covering partial scope of Services will be declared non-responsive.	
	1.3. The procurement title, reference number, method and procedure	
	are specified in the BDS.	
2. Eligible	2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and	
Bidders	2.5, this bidding process is open to all bidders who meet the	
	qualification criteria given in Bidding Documents.	
	2.2. Joint Ventures and Consortiums shall not be permitted to submit the	
	bid.	
	2.3. Bidder already engaged by the SBP BSC for providing consultancy	
	services related to the above procurement (if applicable) will not be	
	eligible for bidding.	
	2.4. A bidder declared ineligible for corrupt and fraudulent practices	
	under Rule 19 of PPR-2004, shall not be permitted to submit the bid.	
	The bidder must not be blacklisted by any Federal or Provincial	
	Government Department, National Counter Terrorism Authority	
	(NACTA), Agency, Organization, or Autonomous Body anywhere in	
	Pakistan.	
	2.5. A bidder who has been declared blacklisted or debarred by a foreign	
	country, international organization, or other foreign institutions	
	shall be treated as blacklisted and debarred from participating. Any	
	bidder who has violated the law of land of any country and recorded	
	in any sanction list will not be eligible to participate in the	
	bidding/procurement process.	
	2.6. Bidders shall provide evidence of their continued eligibility	
	satisfactory to the SBP BSC, as the SBP BSC shall reasonably request.	
	2.7. Bidder must meet all the qualification criteria as defined in Bidding	
	Documents.	
3. Qualification	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		

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 conj	unction with any	
Documents		addendum issued under ITB Clause 8:		
		i. Invitation to Bids.		
		ii. Instructions to Bidders (ITB)	CIVIL DE	
			ONUSION	
For Bidder (Sign and Star	mp)		For Bank (Sagramous Anp)	

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- 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 Bidding Documents and Pre-bid Meeting

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC in writing at the given address and by one of the means indicated in the BDS. The SBP BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the SBP BSC's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the SBP BSC
- 7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: www.ppra.org.pk and as provided in Bid Data Sheet (BDS).
- 7.3. As specified in the BDS, the SBP BSC will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the SBP BSC. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the SBP BSC by issuing an Addendum under ITB Clause 8.

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8. Amendment of Bidding Documents

- 8.1. At any time before the deadline for submission of bids, SBP BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.
- 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.

C. Preparation of Bids

9. Language of Bid

9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and SBP BSC shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.

10. Documents Comprising the Bid

- 10.1. The bid submitted by the Bidder shall comprise the following:
 - i. Forms for Technical Bid under Section III
 - ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV
 - iii. Forms for Financial Bid under Section V.
 - iv. Bidding Documents (in original) duly signed and stamped on each page / sheet.
 - v. Bid Security in original/Bid Securing Declaration.
 - vi. Power of Attorney in accordance with the Clause 15 of ITB.
 - vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.

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11. Bid Prices	11.1.The Bidder shall quote rates and prices for all items of the Services	
	described in the scope of services, and as listed in the Price	
	Schedule. Items for which no rate or price is entered by the Bidder	
	will not be paid for by the SBP BSC when the contract is executed	
	and shall be deemed covered by other rates and prices in the	
	Activity Schedule.	
	11.2.All duties, taxes, liabilities including overheads, transportation	
	charges etc. and other levies payable by the Bidder under the	
	Contract, or for any other cause shall be included in the total Bid	
	price submitted by the Bidder. Any additional tax, levies, duties, or	
	modification in the existing rates of tax and other applicable laws	
	imposed during the pendency of this contract shall be adjusted in	
	the contract price by both parties. The exemption in Taxes will only	
	be allowed against an Exemption Certificate issued by the	
	respective Department.	
	11.3.If provided for in the Bidding Data Sheet, the rates and prices	
	quoted by the Bidder shall be subject to adjustment during the	
	performance of the Contract in accordance with and the provisions	
	of Clause 5.2 of the General Conditions of Contract and/or Special	
	Conditions of Contract.	
12. Currencies of	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	
	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 or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the	
14 Did Coonsite	extension, and in compliance with ITB Clause 14 in all respects.	
14. Bid Security	14.1.The bid security shall be denominated in the currency of the bid:	
	i. at the Bidder's option, be in the form of either Pay	
	Order/demand draft/call deposit or an unconditional Bank	
	Guarantee from a Scheduled Bank;	
	ii. be substantially in accordance with one of the formats of bid	
	security included in bidding documents or other form	
	approved by the SBP BSC before bid submission;	
	iii. be payable promptly upon written demand by the SBP BSC;	
	iv. be submitted in its original form; copies will not be accepted;	
	v. In the case of Bank Guarantee, it shall remain valid for at least	
	28 days beyond the original validity period of bids, or at least	
	28 days beyond any extended period of bid validity	
	subsequently requested under ITB Clause 13.2.	
	vi. Bids submitted with insufficient bid security will be rejected.	
	vii. Bid security of unsuccessful bidders will be released/	
	returned after the conclusion of the procurement process, as	
	soon as possible, upon receipt of the nomination to receive	
	the instrument.	
	viii. The most advantageous Bidder's bid security will be	
	released/ returned upon the submission of performance	
	Guarantee.	
	14.2.The bid security may be forfeited:	
	i. If a bidder withdraws his bid during the period probability	
	validity; or	
	ii. If a bidder does not accept the correction of BalanPrice	
	MAINTENANCE ON SOME	
For Bidder (Sign and Stamp)	For Bank (Stranger)	

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pursuant to **Sub-Clause 24** of ITB hereof; iii. In the case of a most advantageous bidder, if he fails to: a. Furnish the required Performance Guarantee in accordance with Clause 32 of ITB, or b. Sign the Agreement, in accordance with Sub-Clauses 30.2 & 30.3 of ITB 15. Format and 15.1.The Bidder shall prepare one original and at least one copy of the Signing of Bid bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the original bid shall prevail. 15.2. The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid under **ITB Clause 10.1**. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed. 15.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected. 15.4.In accordance with ITB Clause-16, Bids shall be sealed in an envelope addressed to SBP BSC at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place. 15.5. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. D. Submission of Bids 16.1. The Bidder shall seal the original and each copy of the bid in 16. Sealing and Marking of separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [Number]." The envelopes shall then be **Bids** sealed in an outer envelope. The inner and outer envelopes shall be addressed to the SBP BSC at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]." 16.2.In addition to the identification required in **Sub-Clause 16.1**, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.

16.3.If the outer envelope is not sealed and marked as above, the SBP BSC will assume no responsibility for the misplacement or

premature opening of the Bid.

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Submission of Bids Bids Bids Bids bids bids bids bids bids bids bids submission deadline specified in the BDS, no later than the bid submission deadline specified in the BDS, bids submission prescribed in the Bid Data Sheet will be returned unopened to such bidder. 17.2. SSP 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. Late Bids 18. Late Bids 19. Modification and withdrawal of Bids 19. Modification and withdrawal of Bids 19. Late Bidder Bid		
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. Late Bids 18. Late Bids 18. Late Bids 19. Modification and withdrawal of Bids 19. Modification and Withdrawal of Bids 19. Modification and withdrawal of Bids 19. SBP BSC before the deadline prescribed in including substitution or withdrawal of the bids, is received by the SBP BSC before the deadline for submission of bids under ITB Clause 17. 19. No bid can be modified after the deadline for submission of bids under ITB Clause 17. 19. No bid can be withdrawal of the bids, is received by the SBP BSC before the deadline prescribed for submission of bids under ITB Clause 17. 19. Bid Opening 20. Late Bids 20. Separate 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. The bid open and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during 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 the bidders' forfeiture of its bid security. 20. Bid Opening 20. Bid Opening 20. Bid Opening 20. Later provide presentatives who choose to attend, at the time, on the date, and at the place specified in the BDS. 20. End opening provides and the place specifi	17. Deadline for	17.1.Bids must be received (through an authorized representative or
Bids submitted through telegraph, teles, 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. 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 and withdrawal of the bids, is received by the SBP BSC before the deadline prescribed in including substitution or withdrawal of the bids, is received by the SBP BSC before the deadline prescribed for submission of bids under ITB Clause 17. 19.2. No bid can be modified after the deadline for submission of bids under ITB Clause 17. 19.2. No bid can be modified after the deadline for submission of bids. 19.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security. E. Bid Opening and Evaluation 20. Bid Opening 20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS. 20.2. For in person meeting, the bidders' forfeiture of its bid security. 21. The process to Be BC may dead the place specified in the BDS. 22. Linformation relating to evaluation or bids and recommendations concerning to award of a contract shall be subject to Rule 41 of PPR-2004. 21.2. Information relating to evaluation or bids and recommendations for the award of a contract shall	Submission of	courier/postal service) by SBP BSC at the address specified in the
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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		1
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HOK-E-87 23.1. The Bank will examine the bids to determine whether: 23. Preliminary Examination they are complete. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished. the documents have been properly signed. iv. the bids are generally in order: vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV 23.2.Bidders have to submit bids for **COMPLETE REQUIREMENTS**, partial and incomplete bids will be rejected. 23.3.Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected. 23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. 23.5.Bids submitted late will also be rejected. 24. Correction of 24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be **Errors** rectified by the Bank on the following basis: 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; 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. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. 24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**. 25. Evaluation 25.1. The technical bids of the only qualified bidders after preliminary and evaluation under ITB Clause 23, shall be evaluated in detail. 25.2.SBP BSC will evaluate and compare only the bids previously Comparison of **Bids** determined to be substantially responsive and qualified pursuant to

Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared nonresponsive. 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 Clause 24.2 of ITB hereof.

(b) Discount, if any, offered by the bidders as also

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25.3.The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria. 25.4.The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 25.5.Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the relative ranking of any other bidders. 26. Contacting the 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:
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BSC. The evaluation results shall be announced as under:
(a) Technical Evaluation Report/Results would be posted for
seven days on SBP's website/shared with participating
bidders.
(b) Financial / Final Evaluation Report would be posted on
PPRA and SBP websites for fifteen days.
•
26.2.Any bidder feeling aggrieved by any act of SBP BSC may lodge a
written complaint concerning his grievances as per Rule 48 of PPR-
2004.

	2004.
	F. Award of Contract
27. Award Criteria	27.1.The contract will be awarded to the most advantageous Bidder
	whose bid has been found Technically & Commercially/Financially
	compliant and emerged as the Most Advantageous i.e. the bid
	which has been determined to be substantially responsive to the
	eligibility criteria, compliant to applicable laws and other terms of
	Bidding Documents and which is the lowest evaluated Bid Price.
	Provided further that the Bidder is determined to perform the
	contract satisfactorily.
28. Bank's Right to	28.1.SBP BSC reserves the right to annul the bidding process and reject
Reject all the	all bids at any time before award of contract under Rule 33 of
Bids	PPR-2004 without thereby incurring any liability to the affected
	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.
8	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 several 07 mays
For Bidder (Sign and Stamp)	For Bank Application (p)
101 State (Sign and Stamp)	Tor Bank (Manual P)

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	the receipt of Form of Agreement by the most advantageous bidder from SBP BSC.
	30.4.Upon the most advantageous Bidder's furnishing of the
	Performance Guarantee and signing of Contract, SBP BSC will
	discharge its bid security.
31. Disqualification	31.1.After issuance of Notification of Award and before execution of
Prior to	procurement contract with the most advantageous bidder, if the
Contract	Bidder has been disqualified pursuant to Rule 18 and Rule 19 of
Signing	PPR-2004 or any other reason has led to the disqualification of the
	most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered
	as responsive provided accepting this bid does not conflict with
	applicable laws.
	31.2. For rejecting the Most Advantageous bid and opting for the second
	Most Advantageous bidder, an opportunity of being heard should
	be provided to the bidder with the Most Advantageous bid.
32. Performance	32.1. After the receipt of Notification of Award, the most advantageous
Guarantee	Bidder, within the specified time, shall deliver to the Procuring
	Agency a Performance Security (or Guarantee) in the amount and
	in the form stipulated in the BDS. 32.2. Failure of the most advantageous Bidder to comply with the
	requirement of ITB 32.1 shall constitute sufficient grounds for the
	annulment of the award and forfeiture of the Bid Security, in which
	event the Procuring Agency may make the award to the next
	ranked Bidder or call for new Bids.
	Tanked bluder of call for fiew blus.
33. Advance	33.1. SBP BSC will provide an Advance Payment on the Contract
Payment and	Price if stipulated in the Special Conditions of the Contract.
Security	
34. Grievances	34.1.Any bidder aggrieved by any act during the procurement process
Redressal	may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR -
	2004. The details of GRC is given on the PPRA website:
	www.ppra.org.pk and as given in Bid Data Sheet (BDS).
35. Code of	35.1.It is the SBP BSC's policy to require that bidder shall observe the
Conduct	highest standard of ethics during the procurement and execution
	of such contract. In pursuit of this policy, the SBP BSC follows, inter
	alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:
	"corrupt and fraudulent practices" in respect of
	procurement process, shall be either one or any combination of
	the practices including,-
	i. "coercive practices" which means any impairing or
	harming or threatening to impair or harm, directly or
	indirectly, any party or the property of the party to
	influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
	ii. "collusive practices" which means any arrangement
	between two or more parties to the procurement process
	designed to stifle open competition for any wrongful gain,
	and to establish prices at artificial, non-competitive levels;
	iii. "corrupt practices" which means the offering, giving,
	receiving or soliciting, directly or indirectly, of anything of
	value to influence the acts of another party for whome ul
	gain; iv. "fraudulent practices" which means any argor of hissides
	iv. in addutient practices without means any approximation of the maintenance of the ma

For Bank Supplier

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- including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. **"obstructive practices"** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"
- 35.2.**Under** Rule **19 of PPR-2004**, the SBP BSC can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.
- 35.3.**Under Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of SBP BSC management:

Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	 Results of Bid/Proposal analysis resulting in substantive evidence of collusion. Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation Cross verification of documentary undertaking submitted by Service Provider.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.

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

- 35.4. The **receipt** for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the SBP BSC and the bidder shall be solely responsible for seeing that a proper receipt is provided.
- 35.5.Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBP BSC.
- 35.6.SBP BSC's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the SBP BSC's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bid in sust disclose any situation of actual or potential conflict that impact their capacity to serve the best interest of the SBP B. Corporate interests of the SBP

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said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement. 35.7.Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstance set forth below:
35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstance set forth below:
any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstance set forth below:
interest and shall not be recruited, under any of the circumstance set forth below:
set forth below:
i. A bidder that has been engaged by the SBP BSC to provide
goods, works, or services other than consulting services fo
a project, and any of its affiliates, shall be disqualified fron
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 othe
than consulting services resulting from or directly related to
the firm's consulting services for such preparation o implementation.
ii. A bidder (including its Personnel) or any of its affiliates shal
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 o
family relationship with a member of the SBP BSC's staff who
is directly or indirectly involved in any part of
a. the preparation of the specifications of the goods,
b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a
contract unless the conflict stemming from thi
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 curren
employees of the SBP BSC. Recruiting former employees o
the SBP BSC or other civil servants to work for the bidders i
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
bidder as part of the bid.
36. Overriding 36.1. Whenever in conflict with these documents, the stipulation of
Effect of PPR- PPR-2004 shall prevail.
2004
37. Beneficial 37.1. For Services/works worth Rs. 50M or above, the bidder shall provide Reneficial Oversation on the programber
Ownership provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial
ownership by the company or submission of false or partia
information, the procuring agency shall:
(a) Blacklist the said company in accordance with rule 19(1)(a) o
Public Procurement Rules, 2004,
(b) Reject the bid of the said company.



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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		F		
1.1	•	Procurement Title: Continuous and Uninterrupted Management Services of Generators, Allied Equipment and Electrical Distribution Room at KDA Bungalow No. P3 and P0, KDA Scheme No. 1 Karachi		
	•	Reference Number: HOK-E-87		
	•	Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004		
	•	Procurement Procedure: "Single Stage Two Envelopes Procedure" as per Rule-		
		36(b) of PPR-2004.		
7.3		No Pre-bid meeting will be held.		
13.1	Bi	d Validity period is 180 days from the date fixed for opening of the Bids.		
14.1		• Bid Security of Amount as stated in Published Tender Notice in favor of SBP		
		BSC shall be enclosed along with the Technical Bid in the shape of Pay Order		
		/ Demand Draft /Deposit at Call in favor of SBP-Banking Service		
		Corporation valid for a period 28 days beyond the Bid Validity date. The Bid		
		Security in original is required to be submitted with Technical Bid.		
		 Any bid found without sufficient Bid Security will be rejected instantly. (In 		
		the case of a bank guarantee, the validity of the bank guarantee should be		
		· · ·		
454		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 "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters.		
		2. The outer envelope shall be addressed to the Bank at the address given in		
		the BDS, and carry the statement " DO NOT OPEN BEFORE [Date & Time		
		of the Bid Submission Deadline]". The content of the Technical and		
		Financial Proposal is mentioned in BDS.		
		3. Following should be the contents of the Technical Bid Envelope:		
		i. Form I of Section III – Authorization Form for Bidder's Representative		
		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		
		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 Bading		
		document		

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	<u>Im</u>	aportant 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		



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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



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Form – I (Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

Date:

ITB No: HOK-E-87

Continuous and Uninterrupted Management Services of Generators,
Allied Equipment and Electrical Distribution Room at KDA Bungalow No.
P3 and P0, KDA Scheme No. 1 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:	

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

(Letter of Offer)

Bid Reference No. HOK-E-87

For Bidder (Sign and Stamp)

To:

Continuous and Uninterrupted Management Services of Generators, Allied Equipment and Electrical Distribution Room at KDA Bungalow No. P3 and P0, KDA Scheme No. 1

Karachi

a .1	
Gentle	
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 ofand 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
7	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
8.	referred to in Conditions of Contract for the due performance of the Services. We understand that you are not bound to accept the lowest or any bid you may receive.
o. 9.	We do hereby declare that the Bid is made without any collusion, comparison of figures or
9.	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
10.	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	thisday of, 20XX
Dateu	uuy oi, 20XX
Signat	ture
In the	capacity ofduly authorized to sign the bid for and on behalf of the Bidder. A
	of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.
(N	and Didden in Diagle Conitate)
-	e of Bidder in Block Capitals)
(Seal)	
Addre	ess
Witne	
(Signa	ature)
	:
	ess:
C.N.I.C	C No:

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Form - III

(Bid Security Form)

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

Over Stamp Paper

	Executed on
(Letter by the	Guarantor to SBP Banking Services Corporation (SBP BSC))
	ntor (Scheduled Bank in Pakistan) with
	pal (Bidder) with
	ecurity (express in words and
Bid Reference	No Date of Bid
of the said Bi Banking Service the payment of	N BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request dder, we the Guarantor above-named are held and firmly bound unto the SBP es Corporation, (hereinafter referred to as "SBP BSC") in the sum stated above, for f which sum well and truly to be made, we bind ourselves, our heirs, executors, and successors, jointly and severally, firmly by these presents.
accompanying	ON OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the Bid numbered and dated as above forBid) to SBP BSC; and
	P BSC has required as a condition for considering the said Bid that the Principal Security in the above said sum to SBP BSC, conditioned as under:
• •	e Bid Security shall remain valid for a period of twenty eight (28) days beyond the of validity of the bid;
(2) that in	the event;
(a) (b) (c)	the Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, or failure of the most advantageous bidder to (i) furnish the required Performance Guarantee, or (ii) sign the proposed Contract,

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

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

PROVIDED THAT the Guarantor shall forthwith pay to SBP BSC the said sum state

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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
1.	2. Name: 3. Title
2.	
(Name Title and Address)	

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Form IV (Technical Compliance Form)

(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 compliance-based 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.



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Form - V (Undertaking)

(Over Stamp Paper of Rs. 100)

D	ear	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.
	 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.
Caal	O Ciamatana af Bildan
Sear & Date:	& Signature of Bidder:
Date:	



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Form - VI (Declaration of Beneficial Owners' Information)

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

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

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

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

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

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
						11=4	CIVII J≪II

For Bank Supplied (np)

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	Total number of shares taken (in figures and	
	words)	

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

Name & signature

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



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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. Qualification Criteria:

2.1 General

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

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

2.2 Qualification Criteria

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

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Sr.	Minimum Eligibility/	Means of verification	Attached
1.	Qualification Criteria Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization, is not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. 0.75 Million at any one instance in three months period or credit line facility available during same period.	Bank statement produced between date of publication of tender notice and bid submission date.
9.	Particular Experience of the Firm	The bidder must have been awarded at least 02 Jobs of similar nature and complexity of continuous and uninterrupted management services, with contract value of Rs, 1.0 Million each or above per annum of reputed/multinational organizations, during past 05 years, with at least 01 Job involving 0&M of Generator(s) of capacity at least 50KVA.	Required Documents fulfilling criteria

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10.	Manufacturer's Representative	Bidder must have valid	
	Certificate or Equivalent	Manufacturer's Representative	
		Certificate or Equivalent for	
		CAT/Cummins/FG Wilson or	
		equivalent scale	
		manufacturers.	
11.	General Equipment / Warehouse / Spare parts	The bidder will provide/confirm: That it has workshop and repair facility with computer diagnostic equipment That it is maintaining own warehouse with spare parts inventory That it shall arrange the spare parts, which are not available in stock.	Confirmation on its letterhead.

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Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



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

Provided as Volume-II of Bidding Documents



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

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

The service provider shall be responsible for Continuous and Uninterrupted Management Services of Diesel Generators including complete Operations, Services & Maintenance of Diesel Generators and all related equipment including ATS, Change overs, Distribution Boards, Electric Panels, Sub Panel, Transformers, DBs, Circuit Breakers, apparatus Control Panels, Power control wiring, lighting, switch & sockets, security system controls, components and accessories, repair, preventive maintenance, annual servicing of Diesel Generators complete in all respect as per terms and conditions of the contract.

2. <u>List of Equipment:</u>

<u>S No.</u>	Diesel Generator set in KVA	<u>Make</u>	Location
1	60 KVA	SDMO	KDA BUNGALOW NO.
2	30 KVA	FG Wilson	P3 AND P0, KDA
3	16 KVA	FG Wilson	SCHEME NO. 1
			KARACHI

3. <u>Services Schedule:</u>

The following service execution schedule shall be followed:

Sr No.	Nature of Service	Execution Schedule	
1	Services in Electrical Distribution Room (Supervisory Services)	Round the Clock 365 days a Year	
2	Services for Generators (Operator services)	Round the Clock 365 days a Year	
3.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for DG sets and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)	

4. <u>Details & Frequency of Services:</u>

Services:

The major items of Services under this Contract are as follows:

Please note that material like Engine oil, filters, spare parts, fitting & fixtures etc. shall be provided by the Client in addition to Electricity and water supply. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the service provider.

Provision of suitable space for Service Provider within or close to generators with a telephone extension from existing building for easy communication with the concerned officials of the Client.

The Service Provider has to maintain at the premises, necessary tools/equipment safety equipment required for said service.

General Services

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i.	Maintenance services for Generators, all allied equipment and electrical
	installations including fuel tanks, fuel piping system, equipment in electrical
	distribution room and parts of generators including electrical such as control
	circuit breakers, oil, air and fuel filters, batteries, dc motors, fuel pumps, fan
	belts, actuators, modules, relays, sensors and switches and any other device or
	component operating, Transformers, UPS, DBs, Circuit Breakers, apparatus
	Control Panels, Power control wiring, lighting, switch & sockets, security
	system controls, components and accessories
ii.	Services for ensuring switching of power in case of utility failure and for testing
	purposes including registering of complaint to concerned authority (Electricity
	provider) and follow up for resolution.
iii.	The periodical and preventive maintenance/service of the generators and
	allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc.
	basis and as per the service manuals of the manufactures in presence of the
	Client's representative and details of these shall be duly entered in the daily log
	sheets/book. The Service Provider shall complete the annual servicing,
	maintenance, repairs and service during this period so that the generators are
	in full working order following service. Checklists and reports for the services
	must be submitted to the Client.
iv.	Immediate and appropriate disposal of waste, such as used oil, defective lights,
141	and of other such items according to municipal codes and environmental
	standards.
v.	Cleaning and general upkeep of generators, Electrical distribution room,
٧.	electrical installations, fixtures and surrounding areas.
vi.	A complete daily general Monitoring of the entire installation shall be carried
V 1.	out by the Service Provider who will immediately convey any abnormality in
	generators and Allied Equipment, as well as make immediate arrangements to
	set right such abnormalities.
vii.	
VII.	The Service Provider shall attend maintenance or repair work of the
	generators and Allied Equipment on priority basis and if required the
	maintenance services for rectification of equipment may be provided after
	office hours or on holiday(s) to set right the service, or at any time due to
	exigencies/ emergencies and will provide services for smooth working in the
	minimum possible time. The Service Provider shall inform the Client well in
	advance about any maintenance/repair/service work scheduled to be done by
	the Service Provider after office hours or on holiday(s).
viii.	A complete safeties monitoring of the generators, Allied Equipment and
	electrical installations shall be carried out by the Service Provider at least once
	a month during which the defective part(s) shall be replaced by new one(s), if
	required.
a) So	ervices in Electrical Distribution Room (Supervisory Services):
i.	Attending to phone calls and responding as necessary.
ii.	Monitoring panels and Diesel Generators for abnormal amperes, voltages,
	frequency, noise, vibration or any other abnormal condition.
iii.	Monitoring and logging fuel quantities in fuel tanks for generators on daily
	basis
iv.	Reporting to Client and Calling for external help in emergency situations and
	whenever necessary.
v.	Supervision of activities and liaison with the Client's staff in emergency
٧.	situations.
vi.	Supervision of repair and servicing activities at Client premises.
vii.	Removal and disposal of waste.
	<u> </u>
	rvices for Generators (Operator services): In addition to, and concurrent,
a) ı	mentioned above, following services:

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i.	Maintain and operate generators during utility supply outages, testing and
ii.	Maintenance activities. Attending to phone calls and responding as necessary
iii.	Monitoring generators for abnormal temperature, pressure, amperes, voltages,
iv.	frequency, noise, vibration or any other abnormal condition. Monitoring and maintaining of appropriate fuel, oil and coolant levels in generators daily and during running conditions.
v.	Checking and testing the generators for proper smooth services on daily
vi.	Immediate attending of generators in case of emergency
vii.	Registering of complaint to concerned authority (Electricity provider) in case
V 11.	of utility failure or phase reversal or any issue at utility side and follow-up for resolution of complaint.
viii.	Supervision of inspection and maintenance activities necessary to maintain the generators in trouble-free and smooth operating condition.
ix.	Reporting to Service Provider's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.
X.	Cleaning the generators along with disposal of waste (used oil cans, coolant bottles, filters etc.).
xi.	Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
xii.	Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
a) T1	inical Support Services: In addition to above a & b, Round the clock on call
cj i eci	inical bapport bei vicesi in addition to above a & b, itoana the clock on can
	t is required for the following services:
suppor	t is required for the following services:
suppor i.	t is required for the following services: Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical
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i. ii. iii. iv.	Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical inspections and monitoring. Resolution of fault of generators
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i. ii. iii. iv. v. vi.	Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical inspections and monitoring. Resolution of fault of generators Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff. Any other work assigned by the Client
i. ii. iii. iv. v. vi.	Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical inspections and monitoring. Resolution of fault of generators Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff.
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i. ii. iii. v. vi. VII. UPS Se i. iii.	Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical inspections and monitoring. Resolution of fault of generators Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff. Any other work assigned by the Client Provices: Round the clock support is required for the following services: To provide assistance to the assigned vendors and Client officials during the preventive/corrective maintenance of UPS & Server Room's equipment and IT related equipment & its related infrastructure. Monitor and upkeep physical infrastructure facilities such as UPS systems power supply etc. at the Server room Support and upkeep the environmental controls such as air conditioners etc. at the Server room Incy of Services for Generators Clean the generator set, control panel and generator & electrical distribution room. Check for fluid leakage and leaks in the exhaust system. Check the fuel tank level, fill as necessary.
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i. ii. iii. vi. vii. UPS Se i. iii.	Provide assistance in emergency situations Provide assistance in troubleshooting or repair and rectification work. Carry spare parts, tools or documentation between work sites. Smooth and uninterrupted services for generators through periodical inspections and monitoring. Resolution of fault of generators Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff. Any other work assigned by the Client revices: Round the clock support is required for the following services: To provide assistance to the assigned vendors and Client officials during the preventive/corrective maintenance of UPS & Server Room's equipment and IT related equipment & its related infrastructure. Monitor and upkeep physical infrastructure facilities such as UPS systems power supply etc. at the Server room Support and upkeep the environmental controls such as air conditioners etc. at the Server room cut of Services for Generators Clean the generator set, control panel and generator & electrical distribution room. Check for fluid leakage and leaks in the exhaust system. Check the fuel tank level, fill as necessary.

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Check for any abnormal noise and vibration after start of engine. Check the control panels (power wizard) for indication of operation, particularly abnormal temperature and oil pressure. Check the control panel for correct voltage and frequency: (400 L-L and 50 Hz) Observe the functioning of battery charger. Check restriction indicator for air filters. Checking of generator on no load for 5 minutes and observe for any abnormality. Immediately report and take corrective measure in case of any abnormality/non-compliance of above check list. Check the electrical boxes, panels and cabinets are properly enclosed and not damaged. Check and record battery system specific gravity and voltage of the pilot cell of each battery. Equalize charge, if required. Verify that battery caps vents are open. Check level of electrolyte. Refill to proper level. Abnormal use of water indicates overcharging. Monthly Maintenance & Service Schedule Clean the generator set, power and control panels, and generator & electrical distribution room Check and clean the Gen set breakers Clean generators canopies both inside and outside Check the generators on-load Check the control panel (Power Wizard) for indication of operation. Particularly abnormal temperature and oil pressure Record AC voltage, frequency, and amperage. Record oil pressure, water, oil and air temperature after 15 minutes running time. While unit is working, thoroughly observe working for any indication of defects or possible malfunctions. Check exhaust system and muffler for leaks. Verify that transfer switch normal position pilot light is illuminated and isolating switch is closed – standby () and system is set for automatic start and transfer. Verify that all alarm pilot lights off. After unit has been run, check lubricant and coolant according to manufacturer's instructions. Maintain engine oil and fuel log in Generator Room. Service the air cleaner, replace as required. Test and record coolant freeze protection and level. Add coolant as required Semi Annually Maintenance & Check the electrical boxes, panels and cabinets are properly enclosed and not damaged. Check restriction indications for air filter Cleaning of fuel storage tank if necessary Checking of flexible and rubber hose pipes Replace fuel and oil filters (as per manufacturer's recommendation) Check Air filter and replace if necessary Check the control panel and correct voltage and frequency Check and clean the electric panel, ATS & Changeover panels installed at power house Inspect and adjust rack on unit injector or fuel distributor pump according to Annually manufacturer's instructions. Adjust governor for proper operating speed according to manufacture instructions. Change governor oil (if applicable).

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Flush cooling system and check hoses (if required).

Tighten control and power wiring connections.

Inspect and clean generator rotor, stator, and exciter.

Check the calibration of voltage-sensing relays/devices.

Clean voltage regulator.

Check generator bearings and bearing grease. Lubricate in accordance with manufacturer's instructions.

Visually check bus bars, bracing, and feeder connections for cleanliness and signs of overheating.

Exercise the Emergency Power Supply System (EPSS) circuit breakers, including main and feed breakers between the Emergency Power Supply (EPS) and the transfer switch load terminals.

Clean commutator and collector rings. Check brush wear and tension in accordance with manufacturer's instructions.

Measure and record resistance reading of generator windings. Note: First separate brushes from commutator to avoid damage to control circuits.

Perform other work prescribed by the manufacturer.

Check and adjust valve clearance & Torque bolts after 500 operating hours or as per manufacturer recommendation.

5. Electrical Services:

Electrical Services:		
The major items of Services under this Contract are as follows:		
Please note that switch, sockets, fitting & fixtures and Consumable shall be provided		
by the Client. The Service Provider has to maintain at the premises, necessary		
tools/equipment and safety equipment required for said service.		
a	· · · · · · · · · · · · · · · · · · ·	
	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 re		
	old wiring and insulated cables, cleaning circuits etc.	
d	Perform effective troubleshooting to identify hazards or	
	malfunctions and repair or substitute damaged units	
e	Daily checking of floors for any abnormality regarding electrification	
	and services mentioned	
f	Daily Resolution of complains of electrification or ACs	
g	Cleaning/dusting of fans , DBs , electrical appliances etc.	
h Upkeep of electrical Network		
Daily Services	Repair/ maintenance works related to electrification works etc.	
	Daily Resolution of complains of electrification or ACs	
Weekly	Cleaning and servicing of electric Panels/ DBs with Blowers or	
Services	Vacuum cleaner	
	Checking of lighting/Switch Boards etc. and removal of abnormality	
	Checking and Tightening of nut/bolts of Electric Panels or DBs	
Fortnightly	Cleaning/dusting of fans and electrical appliances etc.	
Services		
Monthly	Checking of cables and their routes	
Services	Checkup of complete system for any threat and abnormality	

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

The Service Provider shall bring and maintain all necessary T&E at site whi

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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."



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SCHEDULE D TO BID

Services to be	performed b	<u>v Sub-Service</u>	Providers

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

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SCHEDULE E TO BID

PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

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

1. Resources

S. No	Component of Premises	Service Requirement	Services Daily Schedule Schedule Proposed Services Managem ent Plan			
DG se	DG sets and Allied Equipment services					
1.	Electrical Substation/Distribution room	Services in Electrical Distribution Room (Supervisory Services)	Round the clock 365 days a year			
2.	Electrical Substation/Distribution room and Allied Equipment	Services for Generators and Allied Equipment (Operator services)	Round the clock 365 days a year			
3.	Generators and Allied Equipment	Technical Support Services	Round the clock on call support			



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SCHEDULE D TO BID

 Sub-Contracting is not allowed	

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

Section VI - CONDITIONS OF CONTRACT



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A. GENERAL CONDITIONS OF CONTRACT (GCC)

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

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1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic
Tiai Applicable baw	Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which
. 6 6-	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
1.5. Location	specified in at Section VI-Part-1. and, where the location of
	a particular task is not so specified, at such locations in
	Pakistan, as the Client may approve.
1.6. Authorized	1.6.1. Any action required or permitted to be taken, and any
Representatives	document required or permitted to be executed, under this
	Contract by the Client or the Service Provider may be taken
17 In about at	or executed by the officials specified in the SCC.
1.7. Instructions,	1.7.1. The Service Provider shall carry out all instructions of SBP
,Inspection and Audit by the Client	BSC communicated through the authorized person which comply with the applicable laws where the Buildings/
Audit by the Chefit	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
4.0 5 5	auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties	1.8.1. The Service Provider shall organize to pay its own and its
and other applicable laws	employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit
applicable laws	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
1.9. Priority of	contract price by both parties. 1.9.1. The Contract and Documents are to be taken as mutually
1.9. Priority of Contract	explanatory. Ambiguities or discrepancies between the
Documents	documents shall be promptly brought to the attention of
200000000	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
444 0 :	practices.
1.11. Service	1.11.1.The Services Provider shall provide and ensure
Execution Schedule	uninterrupted services as per Scope of Services. Client
	however, reserves the right to make adjustments upon alterations in the service timings depending upon
	requirements of the Client which will be constanting ted
	the Service Provider from time to time.
	MAINTENANCE CONTINUE

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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 called by Client, to discuss the quality of services and other Meetings 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 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 its emplovees. ensure by 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: 1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority out the Contract and deliver Services mentioned In Contract. The Service Provider shall obtain refew

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	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
1.13	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
4.40	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	
	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.
	repay an amounts affeauy paid for the defective services.

2. Commencement, Completion, Modification, and Termination of Contract				
2.1. Effectiveness	2.1.1.	This Contract shall come into effect on the date the Contract is		
of Contract		signed by both parties or such date as may be stated in the SCC		
		or work order.		
2.2. Duration of	2.2.1.	The duration of this contract shall be twelve (12) months,		
Contract		renewable for further two years on mutual consent on the same		
		rates, terms and conditions subject to clause 5.2 or any other		
		clause of this Contract.		
2.3. Extension of	2.3.1.	The Contract may further be extended on same rates, terms and		
Contract		conditions (subject to clause 5.2 or any other clause of this		
		Contract) for a period suitable to SBP BSC to call new tenders		
		and award of a fresh contract.		
2.4. Modification/	2.4.1.	Modification of the terms and conditions of this Contract,		
Variations		including any modification of the scope of the Services or the		
		Contract Price, may only be made by written agreement		
		between the Parties in compliance with PPR-2004.		
2.5. Force	2.5.1.	<u>Definition</u>		
Majeure		For this Contract, "Force Majeure" means an event that is		
·		beyond the reasonable control of a Party and which makes a		
		Party's performance of its obligations under the Contract		
		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.		
		Majeure persists the affected Party may teminate this		
	1			

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contract as per **clause 2.6** of the Contract because of Force Majeure.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;

- a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and
- b. has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.

2.6. Termination

2.6.1. **By the Client**

The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this **Clause 2.6.1**:

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract,
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.
- f) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12**
- g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the **Clause 7.2**.
- h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by 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 payment is overdue.

2.6.3. Payment upon Termination

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Upon termination of this Contract under **Clauses 2.6.1 or 2.6.2,** the Client shall make the following payments to the Service Provider:

- a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service before the effective date of termination;
- b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of **Clause 2.6.1**, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security.
- d) In case of termination under **Clauses 2.6.1 except under Paragraphs** (c) and (h), performance security shall be forfeited.

3. Obligations of the S	ervice F	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 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. The Service Provider will ensure continuity of services without interruption as per requirement.
		In the course of the performance of the services the Service Provider shall comply with all requirements of the Client. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.
		The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.
	3.1.6.	The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.
3.2. Indemnity	3.2.1.	The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.
	3.2.2.	Any claims of service provider's current employees or exemployees, or associates, or their heirs whether against the Service Provider, other Service Providers working the same premises or any other person, regarding deals.

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3. Obligations of the S		and the staff are seen as a second	
		by the staff or personal matters or	
		tsoever form, manner or capacity.	
	-	nits, Licenses, etc. that may be	
		the services contemplated under	
	the Contract.		
		uties, insurance contributions and	
		curity contributions in respect of	
		oyee(s) or sub-service provider of	
		er in each case with any interest,	
	fines or penalties thereo		
		ation by an employee of Service	
		legal heirs or any other agency,	
		NGO or government department,	
	, ,	oility, ill health or death of any of his	
		urrency or expiry of this Contract	
		ervices under this Contract or any	
	9 9	edical care or treatment expenses	
		yee or ex-employee of the Service	
	Provider or their legal he		
3.3. Conflict of		Service Provider's employee (s)	
Interests		nmissions and Discounts.	
		services under Clause 6 shall	
		to the Service Provider. The Service	
		cept for their benefit any trade	
		or similar payment in connection	
		to this Contract, and in discharge of	
		his Contract., The Service Provider	
		ervice Provider's Employee(s), or	
	their affiliates shall not	receive any additional payment.	
	22 Poskikiri or of Condini		
	3.3.2. Prohibition of Conflicti		
		e Providers nor their affiliates shall	
	5 5	ectly or indirectly, in any activities	
	9	of this Contract, any business or	
		ities in the Islamic Republic of vould conflict with the activities	
2.4. Con Cilon Halima		nder this Contract;	
3.4. Confidentiality	3.4.1. Information relating	to evaluation of bids and	
		rning to award of the contract shall	
	<u> </u>	Bank to the Service Provider or to	
		s not officially concerned with the	
	-	ncement of the result of evaluation.	
		all not disclose or attempt to make	
		relating to the bidding documents,	
		ard of the contract to any person or	
	entity without the Bank's	=	
	_	related to the bidding process and	
	9	t any stage by any Service Provider,	
		bid and/or terminate the contract	
3.5. Contractual	Service Provider.	ant Data until the evning of the	
		ent Date until the expiry of the rsonal injury, death, and loss of or	
Liability Insurance	<u> </u>	BP BSC and third Party due to the	
insui ance	negligence of the Se		
		Provider, assigns et	
	without limitation, th		
	without illilitation, th	MAINTENANCE	
For Bidder (Sign and Stamp)		For Bank (Apple 1997)	

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3. Obligations of the Service Provider				
3. Obligations of the Se	paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP BSC. In case of failure, SBP BSC reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank. 3.5.2. The Service Provider shall indemnify and keep indemnified SBP BSC, at all times against any loss, claim, damage, charge occurred to SBP BSC due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify SBP BSC regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the SBP BSC's claim shall authorize SBP BSC to deduct the claimed amount from the amount payable to			
3.6. Service Providers' Actions Requiring Client's Prior Approval	Service Provider. 3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.			
3.7. Independent Service Provider Status	 3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility. 3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. 3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of SBP BSC for performance of this contract. 			
3.8. Compliance with all the Regulatory Requirement	3.8.1.The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to: f. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government. g. Ensure EOBI/Social Security registration its resources and regular payment of contributions.			
	h. Group Life and Medical Insurance.			

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i. Casual, medical and maternity or any o	
i. Casual, illeulcal allu illaterility or ally t	other leaves as
per applicable laws.	
j. Any other requirement as applicate relevant law.	ole under the
3.8.2. The Service Provider will ensure that the	he terms and
conditions of employment/ service of its	employees are
compliant and in accordance with the applica	able labor laws
existing in Pakistan and any of the Provinces	
3.8.3. The Service Provider shall take all practicable	_
that all of its resources comply with the Appl	
.9. Reporting 3.9.1. The Service Provider shall submit to the cli	<u> </u>
Obligations and documents specified in the Bidding	•
otherwise, as and when required by the client 3.10.1.All, reports, and other documents and software.	
Prepared by the 3.10.1.All, reports, and other documents and software any) by the Service Provider under Clause 3	
Service and remain the property of the client, a	
Providers to Be Provider shall during the execution of Cont	
the Property of case not later than upon termination or ex	
the Client Contract, deliver all such documents and	
client, together with a detailed inventory ther	
Provider may retain a copy of such documen	ts and software.
Future use of these documents by the Servic	
be subject to approval of Client.	
.11. Penalties / 3.11.1.For each deficiency and poor service, SBP BS	-
Liquidated penalty amounting up to 1.5 times of its	daily respective
Damages services fee (i.e. monthly fee of respecti	ve services for
ongoing year/30) per event without prejud	ice to any other
remedy or relief available to SBP BSC under t	the Contract and
/ or applicable law. The deduction of the p	enalty does not
relieve the Service Provider to provide servic	-
in the Agreement.	
3.11.2.In addition to the above penalty, the SBP	BSC would be
entitled to deduct actual cost of repairing	
thereof, if damage occurs to any property of S	
third party due to any fault on the part	•
Provider.	or the bervice
3.11.3.Without prejudice to above, the Service Pro	vider chall have
to deploy extra resources, to meet the	
standards at no extra cost to SBP BSC as and	
	•
3.11.4. Client may impose penalty equal to 1/30 o	=
monthly invoice in case of non-dis	
salaries/wages/remuneration within the d	ate specified in
the Contract.	
.12. Performance 3.12.1.The Service Provider shall furnish a Performa	nce Guarantee
Guarantee equal to 5% of the Contract Price stated in Le	
Acceptance in the shape of Bank Guarantee/Ba	•
from schedule bank in Pakistan, which will be	
beyond the Contract Period. Notwithstan	
contained in the Contract and / or appli	
Performance Guarantee shall be forfeited in	if the service
Provider fails to perform its obligations under	the Contract.

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3. Obligations of the So	ervice Provider
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	4.1.1. The scope of services to be performed by the Service
to be performed by the	Provider are described at Section VI-Part-1.
Service Provider	

	5. Obligations of the Client
5.1. Provide	5.1.1. The Client shall at the request of Service Provider, provide the
information	information on the code of conduct and security procedures.
about the	The Client shall immediately notify the Service Provider of any
code of	changes to the same during the continuance of this Contract.
conduct	
5.2. Change in	5.2.1.If, after the date 7 days prior, to the latest date for symplestic of
the	tenders for the Contract there occur changes to the contract the contract there occur changes to the contract
	and/or Provincial Law or any regulation or bye-law no discation
For Bidder (Sign and Stamp)	For Bank (Application)

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

6. Payments to t	he Service Provider
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contract Price	6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions.
	6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.
6.3. Payment for Additional Services	6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of SBP BSC at any time. SBP BSC shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:
	Monthly charges as per proposed per the Price Schedule management plan / (9 hours)
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6. Payments to t	he Service Provider
6.4. Terms and Conditions of 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 Resources as per
	as per the Price / proposed / management plan * Number of days for which services remained unperformed 6.4.3.Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of SBP BSC
	on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client. 6.4.4.With every monthly invoice for release of payment, the Service
	Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.
6.6. Taxes and Duties	6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.
	6.6.2 The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

	7. Quality Control
7.1. Performance	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 the control of the
	3.11.

For Bank Supplies

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7. Quality Control

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

- 8.1.1. 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. 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 doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.
- 9.1.2. SBP BSC may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that SBP BSC's recommendations and industry standards in this regard are implemented without any delay.
- 9.1.3. The Service Provider shall provide SBP BSC information about its working practices, materials and equipment and shall operate in a manner which does not compromise SBP BSC's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide SBP BSC with any information which it may have related to a potential or actual security threat to SBP BSC.
- 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.
- 9.1.5. The Service Provider shall pay special attention following environmental protection measures:

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	a) Use of clean fuels to minimize air polluting
	emissions. b) Control of other air pollutants.
	c) Recovery and recycling of usable materials.
	d) Control of vehicle noise.
	e) Control of noise from power facilities.
	f) Limitation of Vibrations.
	g) Preservation of natural land to the extent possible.
	h) Preservation of archaeological Sites.
	i) Careful handling, storage and utilization of
	hazardous radioactive materials, toxic chemicals etc.
	9.1.6. SBP BSC reserves the right to terminate this Contract
	without notice to the Service Provider in the event of
	violation of any of the above instructions by the Service
	Provider and related HSE&S requirements of SBP BSC
9.2. Electric Power	communicated to the Service Provider from time to time. 9.2.1. Water and electric power for rendering the services under
Supply, Water	the Contract will be provided by SBP BSC. Expense
Supply, water	regarding the required cables/wires, switches etc. for
Telephone etc.	Service Provider's tools/ equipment shall have to be
	borne by the Service Provider. The Service Provider shall
	make his own arrangement at his own expenses for the
	telephone, computer and fax etc. Cabinets for storage of
	Service Provider's tools/ equipment etc. shall be arranged
	by the Service Provider and placed at location allocated by
	SBP BSC.
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.
	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. "corrupt and fraudulent practices" in respect of
	procurement process, shall be either one or any
	combination of the practices including,-
	ii. "coercive practices" which means any impairing or
	harming or threatening to impair or harm, directly or
	indirectly, any party or the property of the party to
	influence the actions of a party to achieve a wrongful
	gain or to cause a wrongful loss to another party;
	iii. "collusive practices" which means any arrangement
	between two or more parties to the procurement
	process designed to stifle open competition for any
	wrongful gain, and to establish prices at artificial,
	non-competitive levels;
	iv. "corrupt practices" which means the offering, giving,
	receiving or soliciting, directly or indirectly, of
	anything of value to influence the acts of another
	party for wrongful gain;
	v. "fraudulent practices" which means any
	omission, including a misrepresent
	knowingly or recklessly misleads, or the knowingly

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mislead, a party to obtain a financial or other benefit or to avoid an obligation; and νi. "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:" 10.2.1. The client will terminate the contract if it determines that 10.2. Mechanism the Service Provider recommended for award has, directly Blacklisting and 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 Rule 19 of PPR-2004, "The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. **NATURE OF** OFFENSE / MEANS OF VERIFICATION **FAULT** Corruption Actual instance verifiable as per law of land and applicable rules and regulations of SBP **Deviation** If the bidder deviates from its prior from commitment or declaration regarding the bid or proposal submitted commitment by the bidder. Cross verification of documentary Fraud undertakings submitted by Contractor/ Bidder/Consultant/Supplier Collusion Bid/Proposal analysis Results resulting in substantive evidence of collusion **Performance** Documented evidence in form **Deficiencies** 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 For Services/works worth Rs.50M or above, the bidder information shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the processing agency shall: i. Blacklist the said company in accordan rule 19(1)(a) of Public Procurement Rules

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ii.	Reject the bid of the said company.



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SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is SBP BSC HEAD OFFICE, KARACHI
1.1.1(c)	The Service Provider is [insert name]
1.1.1(d)	The Title & Reference of the procurement is;
	Continuous and Uninterrupted Management Services of Generators, Allied Equipment and Electrical Distribution Room at KDA Bungalow No. P3 and P0, KDA Scheme No. 1 Karachi
	Reference No: HOK-E-87
1.5	The addresses are:
	Client:
	SBP Banking Services Corporation (BSC) Head Office Karachi
1.6	The Authorized Representatives will be nominated in the Work order.
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of
	Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan.
	The Performance Security would remain valid 28 days beyond the contract expiry date.
6.5	Payment shall be made in Pak Rupees.
8.1.2	Place of arbitration would be Karachi.



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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.)



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SECTION VIII- Contract for Continuous and Uninterrupted Management Services of Generators, Allied Equipment and Electrical Distribution Room at KDA Bungalow No. P3 and P0, KDA Scheme No. 1 Karachi

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



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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, Designation, Signature, CNIC Number)
Witnesses-1:
Signed by:
CNIC # :
Witness-2:
Signed by:
CNIC #:



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(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:	
	the procurement of any contract, right, interest	reby declares that it has not obtained or induced est, privilege or other obligation or benefit from trative subdivision or agency thereof or any other ny corrupt business practice.
	that it has fully declared the brokerage, commigiven or agreed to give and shall not give or ageither directly or indirectly through any natural associate, broker, consultant, director, proncommission, gratification, bribe, finder's fee or otherwise, with the object of obtaining or	ing, [name of Supplier] represents and warrants ission, fees etc. paid or payable to anyone and not gree to give to anyone within or outside Pakistan al or juridical person, including its affiliate, agent, noter, shareholder, sponsor or subsidiary, any r kickback, whether described as consultation feer inducing the procurement of a contract, right, lefit in whatsoever form from GOP, except that hereto.
	arrangements with all persons in respect of or	nd will make full disclosure of all agreements and r related to the transaction with GOP and has not circumvent the above declaration, representation
	not making full disclosure, misrepresenting purpose of this declaration, representation a interest, privilege or other obligation or benefit	and strict liability for making any false declaration, facts or taking any action likely to defeat the and warranty. It agrees that any contract, right, it obtained or procured as aforesaid shall, without vailable to GOP under any law, contract or other
	agrees to indemnify GOP for any loss or damag practices and further pay compensation to GO any commission, gratification, bribe, finder's	ercised by GOP in this regard, [name of Supplier] ge incurred by it on account of its corrupt business of in an amount equivalent to ten time the sum of fee or kickback given by [name of Supplier] as aducing the procurement of any contract, right, fit in whatsoever form from GOP.
ľ	Name of Buyer: N	Jame of Seller/Supplier:
S	Signature:	Signature:
	[Seal]	[Seal]



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FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

(Built dualance)
Guarantee No Executed on
etter by the Guarantor to SBP Banking Services Corporation)
ame of Guarantor (Scheduled Bank in Pakistan) with
dress:ame of Principal (Service Provider) with
dress:
enal Sum of Guarantee (express in words and
gures)
tter of Acceptance No Dated NOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding document
d above said Letter of Acceptance (hereinafter called the Documents) and at the request of the did Service Provider we, the Guarantor above named, are held and firmly bound unto the SB anking Services Corporation (hereinafter referred as "SBP BSC") in the penal sum of the amount ated above, for the payment of which sum well and truly to be made to SBP BSC, we bingresslves, our heirs, executors, administrators and successors, jointly and severally, firmly by
ese presents. IE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Service Provider has accepte
BP BSC's above said Letter of Acceptance for (Name of Contract
r the (Name of Project).
THEREFORE, if the Service Provider shall well and truly perform and fulfill all the dertakings, covenants, terms and conditions of the said Documents during the original term the said Documents and any extensions thereof that may be granted by SBP BSC, with outhout notice to the Guarantor, which notice is, hereby, waived and shall also well and truly reform and fulfill all the undertakings, covenants terms and conditions of the Contract and or y and all modifications of the said Documents that may hereafter be made, notice of which odifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.
y liability attaching to us under this Guarantee that the claim for payment in writing shall b ceived by us within the validity period of this Guarantee, failing which we shall be discharge our liability, if any, under this Guarantee.
e, (the Guarantor), waiving all objections and defenses under Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay on the SBP BSC's first written demand without cavil or arguments and without requiring SB BC to prove or to show grounds or reasons for such demand any sum or sums up to the amount ated above, against the SBP BSC's written declaration that the Principal has refused or failed the trigory the obligations under the Contract, for which payment will be effected by the Guaranto SBP BSC's designated SBP BSC and Account Number.
ROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Servic ovider has duly performed his obligations under the Contract or has defaulted in fulfilling said ligations and the Guarantor shall pay without objection any sum or sums up to the amount ated above upon first written demand from SBP BSC forthwith and without any reference to the incipal or any other person.
WITNESS WHEREOF the above bounded Guarantor has executed this Instrument under it

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, pursuantil the composition of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuantil the composition of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuantil the composition of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuantil the composition of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuantil the composition of the composition

For Bidder (Sign and Stamp)

of its governing body.

For Bank Signature and

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SBP BANKING SERVICES CORPORATION (BSC) ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF DIESEL GENERATOR SETS, ALLIED EQUIPMENT AND ELECTRICAL DISTRIBUTION ROOM

AT

KDA BUNGALOW NO. P3 AND P0, KDA SCHEME NO. 1 KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

JANUARY 2023



HOK-E-87

Section V- Form for Financial Bid

Form-I Financial Bid Submission Form

	-	cial Bid Submission Fo ICE PROVIDER'S LETTE	-
			Date:
То:			
SBP Bankin Head Office	, g Services Corpora	ation,	
Dear Sir:			
acknowledged, we,	the undersigned, of be ascertained in	offer requisite services i accordance with the Te	eceipt of which is hereby duly in conformity with the said bidding echnical Bid and Schedule of Prices
		d is accepted, to deliver to and conditions of the co	the services in accordance with the ntract.
			f a bank in a sum equivalent to 5% ract, in the form prescribed by the
date fixed for Bid o	pening under IB.2 0	-	te Hundred Eighty Days) from the Bidders, and it shall remain binding on of that period.
	written acceptanc		s prepared and executed, this Bid, fication of award, shall constitute a
We understand that receive.	at you are not bou	and to accept the Most	Advantageous or any bid you may
Dated this	day of	202	
 [Seal & signature]	[in the capacit	_ y of]	
Duly authorized to	sign Bid for and o	n behalf of	



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Form II - Price Schedule The Financial Bid

Name of Bidder	
Reference Number:	

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	Services in Electrical Distribution Room and Allied Equipment (Supervisory Services) Fee		
2	Services for Generators and Allied Equipment (Operator services) Fee		
3	Technical Support 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:

	Service Category	Rate of Withholding Tax %		
S. No.		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 to propose for detailed breakup of financial bid in order to ascertain the economic visibility.

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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