



BIDDING DOCUMENTS FOR SERVICES

for

Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)

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



December 2022

Table of Contents

• Section I: Invitation To Bid (ITB)	4
• Section II: Instructions to Bidders	5
A. INTRODUCTION	5
B. BIDDING DOCUMENTS	6
C. PREPARATION OF BIDS	7
D. SUBMISSION OF BIDS	9
E. BID OPENING AND EVALUATION	10
F. AWARD OF CONTRACT	12
G. BID DATA SHEET	17
• Section III: Minimum Eligibility and Technical Compliance	19
• Section IV: Technical Proposal Forms	21
FORM TECH. 1 – AUTHORIZATION FORM FOR BIDDER’S REPRESENTATIVE	22
FORM TECH. 2 – TECHNICAL PROPOSAL SUBMISSION FORM	23
FORM TECH. 3 – BID SECURITY FORM (IN CASE OF BANK GUARANTEE)	24
FORM TECH. 4 – UNDERTAKING FOR NON-BLACKLISTING/DEBARMENT	25
FORM TECH. 5 – DECLARATION OF BENEFICIAL OWNERS’ INFORMATION.....	26
• Section V: Financial Proposal Forms	27
FORM FIN. 1 – FINANCIAL PROPOSAL SUBMISSION FORM	28
FORM FIN. 2 – PRICE SCHEDULE	29
• Section VI: Form of Contract	30
GENERAL CONDITIONS OF CONTRACT (GCC)	33
A. GENERAL PROVISIONS.....	33
B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT.....	34
C. OBLIGATIONS OF THE SERVICE PROVIDER.....	37
D. SERVICE PROVIDER’S TEAM	40
E. OBLIGATIONS OF THE BANK	40
F. PAYMENTS TO THE SERVICE PROVIDER	41
G. QUALITY CONTROL	41
H. RESOLUTION OF DISPUTES.....	41
I. CORRUPT AND FRAUDULENT PRACTICES	42
SPECIAL CONDITIONS OF CONTRACT	44
APPENDICES.....	46
APPENDIX A – DESCRIPTION OF THE SERVICES.....	47
APPENDIX B – SERVICES AND FACILITIES PROVIDED BY THE BANK.....	51
APPENDIX C – FOCAL PERSONS.....	52
APPENDIX D – SCHEDULE OF PAYMENTS.....	53
APPENDIX E – SERVICE PROVIDER’S FINANCIAL PROPOSAL/BID	54
APPENDIX F – NOTIFICATION OF AWARD	55
APPENDIX G – LETTER OF ACCEPTANCE	56

APPENDIX H – PERFORMANCE GUARANTEE (IN CASE OF BANK GUARANTEE) 57
APPENDIX I – INTEGRITY PACT 58
APPENDIX J – OTHER INFORMATION 59



Section I: Invitation To Bid (ITB)



SBP Banking Services Corporation

INVITATION TO BID (ITB)

ITB No. GSD/MSD/69986/2022

SBP Banking Services Corporation (SBP BSC) intends to procure in-house pharmacy services for its country-wide offices as mentioned below:

Offices		
1. Karachi- I.I. Chundrigar Road	7. Lahore	13. Islamabad
2. Karachi- North Nazimabad	8. Faisalabad	14. Rawalpindi
3. Karachi- Bolton Market Office	9. Sialkot	15. Muzaffarabad
4. Quetta	10. Gujranwala	16. Peshawar
5. Sukkur	11. Multan	17. D I Khan
6. Hyderabad	12. Bahawalpur	

Sealed bids are invited from all eligible Bidders that meet the following eligibility criteria:

- The Bidder must have valid Drug Sale License issued by relevant Government/Government Authorized Authorities;
- The bidder must have at least five (05) years of experience in providing pharmacy services;
- Bidder must have Annual Sales Volume/Gross Turnover of at least Rs 01 Billion (Rupees One billion rupees in any of last 03 (three) years;
- The Bidder must be registered with Income Tax and appear on the Active Taxpayer List of FBR;
- The Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization;
- The bidder must not be on the sanctioned list of NACTA (National Counter Terrorism Authority).

Eligible Bidders are required to submit bid for all office locations and complete requirements. Evaluation of bids and Award of Contract will be done as a single package for all the office locations. The bid must be accompanied by Bid Security amounting to Rs. 500,000/- (Rupees Five hundred thousand only) in the form of a pay order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;

Bidding Documents containing detailed descriptions of services and other terms & conditions may be obtained free of cost upon submission of an email request at [_medical.gsd@sbp.org.pk](mailto:medical.gsd@sbp.org.pk) or can be downloaded from. www.sbp.org.pk

The bids prepared in accordance with the instructions provided in the Bidding documents must be delivered in a hard copy and submitted (in person or by post) on or before **December 20th, 2022, at 11:00 AM**, which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This advertisement is also available on websites: www.sbp.org.pk & www.ppra.org.pk

Senior Joint Director

Medical Services Division (MSD), General Services Department 2nd Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5278
Email: [_medical.gsd@sbp.org.pk](mailto:medical.gsd@sbp.org.pk)

Section II: Instructions to Bidders

A. INTRODUCTION	
1. Scope of Bid	<p>1.1. SBP Banking Services Corporation, situated at I. I. Chundrigar Road, Karachi (hereinafter called the “Bank”), issues these Bidding Documents for the <u>procurement of In-House Pharmacy Services</u> as specified in Section VI (Appendix A).</p> <p>1.2. The procurement title, reference number, method and procedure are specified in the Bid Data Sheet (BDS).</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in BDS.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. The bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004 shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institution shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of the land of any country and is recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidders should meet all the minimum eligibility criteria as defined in BDS; however, after explicitly fulfilling the criteria (as mentioned in 2.7 of BDS) by the bidders, they will be further evaluated in terms of various parameters as given in Clause 3.2 of BDS.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. To qualify for the Contract award, bidders must meet the mandatory evaluation criteria specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. Each bidder to submit only one bid.</p>

A. INTRODUCTION	
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case be held responsible or liable for those costs.

B. BIDDING DOCUMENTS	
6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ul style="list-style-type: none"> i. Invitation to Bid. ii. Instructions to Bidders (ITB) iii. Bid Data Sheet (BDS) iv. Forms of Bid v. Form of Contract vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Description of Services <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline for submission of bids. Copies of the Bank'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 Bank.</p> <p>7.2. Under Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the 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 are given on the Public Procurement Regulatory Authority website: www.ppra.org.pk</p> <p>7.3. As specified in the BDS, the Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Within a reasonable</p>

B. BIDDING DOCUMENTS	
	<p>time, the Bank will share the Minutes of the Meeting, containing queries and responses, and any subsequent clarification with all meeting participants or those who received the Bidding Documents from the Bank. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary due to the pre-bid meeting, shall be made by the Bank by issuing an Addendum under ITB Clause 8.</p>
8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>8.2. Any addendum issued, including the notice of any deadline extension, shall be part of the Bidding Documents under ITB 8.1 and shall be communicated in writing that provides a record of the communication content to all the bidders who have obtained the Bidding Documents from the Bank. The Bank shall promptly publish the Addendum on the Procuring Agency's website (www.sbp.org.pk).</p> <p>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 already submitted bid and resubmit the revised bid before the original or extended bid submission deadline. 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.</p> <p>8.3. To provide prospective Bidders reasonable time to consider the amendments in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.</p>

C. PREPARATION OF BIDS	
9. Language of Bid	<p>9.1. The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English or Urdu (as the case may be).</p>
10. Documents Comprising the Bid	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> i. Documents related to Minimum Eligibility/Qualification and Technical Compliance under Section III ii. Forms for Technical Proposal under Section IV iii. Forms for Financial Proposal under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security/ Bid Securing Declaration. vi. Any other requirement as specified in the Bid Data Sheet.
11. Bid Price/Discount	<p>11.1. The Contract shall be for the Services, as described in Appendix A of the Contract.</p>

C. PREPARATION OF BIDS	
	<p>11.2. The Bidder shall quote a flat discount in percentage terms on Maximum Retail Price(MRP) of medicines for a period of three years.</p> <p>11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract or for any other cause shall be included in the offered discount submitted by the Bidder.</p> <p>11.4. If provided for in the Bidding Data Sheet, the discount quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the General Conditions of Contract (GCC) and/or the provisions of Special Conditions of Contract (SCC).</p>
12. Currencies of Payment	12.1. All payments to be made by the Bank would be in Pak Rupees unless otherwise provided in SCC.
13. Bid Validity	<p>13.1. Bids shall remain valid for the period specified in the BDS.</p> <p>13.2. In exceptional circumstances, the Bank 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 modify the Bid otherwise but will be required to extend the validity of Bid Security for the extension period and in compliance with ITB Clause 14 in all respects.</p>
14. Bid Security	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> a) at the Bidder's option, be in the form of either a Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank ; b) be substantially in accordance with one of the forms of bid security included in bidding documents or other forms approved by the Bank before bid submission; c) be payable promptly upon written demand by the Bank; d) be submitted in its original form; copies will not be accepted; e) In the case of a 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. f) bids submitted with insufficient bid security will be rejected. g) Unsuccessful bidders bid security will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. <p>14.2. The Most Advantageous Bidder's bid security will be released/ returned upon the submission of the performance guarantee. The bid security may be forfeited:</p>

C. PREPARATION OF BIDS	
	<ul style="list-style-type: none"> i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. In the case of a Most Advantageous Bidder, if the Bidder fails to sign the contract under ITB Clause 30, fails to provide a Performance Guarantee, or is unable to fulfill the contract effectiveness conditions.
15. Format and Signing of Bid	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as “ORIGINAL BID” and “COPY NO. 1.” In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.</p> <p>15.3. The bid shall contain no interlineations, erasures, or overwriting except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

D. SUBMISSION OF BIDS	
16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline].”</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.</p>
17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/ postal service) by the Bank at the address specified in the BDS no later than the bid submission deadline specified in the BDS.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the Bank and the bidders</p>

D. SUBMISSION OF BIDS	
	previously subject to the original deadline will then be subject to the new deadline.
18. Late Bids	18.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid may be modified after the deadline for submission of bids.</p> <p>19.3. No bid may be withdrawn between the deadline for submission of bids and the expiry of the bid validity period specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in forfeiture of bid security of such Bidder.</p>

E. BID OPENING AND EVALUATION	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in-person meeting, bidder(s) representatives shall sign an attendance sheet as proof of participation.</p>
21. The process to Be Confidential	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. The consultant shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its bid and/or terminate the contract.</p>
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price/discount (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.

E. BID OPENING AND EVALUATION	
23. Preliminary Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> a) they are complete, b) bid validity is provided accordingly, c) required bid security/bid securing declaration has been furnished, d) the documents have been properly signed, e) the bids are generally in order; f) Bidder has provided all forms of Technical Proposal (Section III) g) Sealed Financial Proposal (Section IV) <p>23.2. Bidders must submit bids for COMPLETE REQUIREMENTS; partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. The Bank will rectify arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> a) If there is a discrepancy between the percentage discount offered in figures and words, the percentage figure in words will prevail. <p>24.2. The discount stated in the Bid will be adjusted by the Bank as per the above procedure for correcting errors and, with the concurrence of the Bidder, shall be considered binding upon the Bidder. If the Bidder does not accept the arithmetical corrections, the Bid will be rejected, and the Bid Security may be forfeited.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The Technical Proposals of the only qualified bidders, after preliminary examination under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. The submitted Technical Proposal and other Commercial/ Financial Requirements of the bidding documents will be evaluated on its compliance basis.</p> <p>25.3. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.4. If the discount offered by two or more bidders is same, the contract will be awarded based on more years of pharmacy related services experience.</p>
26. Contacting the Bank	<p>26.1. No Bidder shall contact the Bank on any matter relating to its bid from the time of the bid opening till the award of the contract subject to ITB Clause 21. If any Bidder wishes to</p>

E. BID OPENING AND EVALUATION	
	bring additional information to the notice of the Bank, it should do so in writing at the address given in BDS .

F. AWARD OF CONTRACT	
27. Award Criteria	27.1. The contract will be awarded to the Bidder whose bid has been found Technically & Financially compliant and emerged as the Most Advantageous—provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before the award of the contract under Rule 33 of PPR-2004 ,
29. Bank's Right to Vary Scope of Services at Time of Award	29.1. The bank reserves the right at the time of contract award to increase or decrease in the scope of services without any change in offered discount or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
30. Notification of Award and Signing of Contract	<p>30.1. Before the expiration of the initial/extended bid validity period, the Bank will notify the Most Advantageous Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of the Award will constitute the formation of the Contract.</p> <p>30.3. According to ITB Clause 32, the Bank will discharge the bid security upon the Most Advantageous Bidder's furnishing of the Performance Guarantee.</p> <p>30.4. Within twenty-one (21) days of receipt of the Contract Form, the Most Advantageous Bidder shall sign and date the contract and return it to the Bank. The Most Advantageous bidder shall sign the Contract on stamp paper after paying stamp duty as per the applicable Stamp Act.</p>
31. Disqualification Prior to Contract Signing	<p>31.1. If all bids are proposed to be rejected, the conditions required in Rule 33 of PPR-2004 should be met. However, after issuance of Notification of Award and before entry into force of the procurement contract, if a Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any reason that has led to the disqualification of a bidder or if the conditions of his qualification are invalid, the next Most Advantageous bid will be considered as responsive provided accepting this bid does not conflict with Rule 2 (1)(I).</p> <p>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, and prior approval of the competent authority of the Bank must also be obtained.</p>

F. AWARD OF CONTRACT	
32. Performance Guarantee	<p>32.1. Within thirty (30) days or any other period specified in BDS of the receipt of notification of award from the Bank, the Most Advantageous Bidder shall furnish the performance guarantee for an amount as specified in BDS as per the Performance Guarantee Form provided in the bidding documents.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to the next Most Advantageous bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. Violates any law(s) during the execution of the contract iv. fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	33.1. The Bank will provide an Advance Payment on the Contract if stipulated in SCC.
34. Grievances Redressal	34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his/her grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004 . The details of GRC are given on the PPRA website: www.ppra.org.pk .
35. Code of Conduct	<p>35.1. The Bank's policy requires that the bidder observe the highest standard of ethics during the procurement and execution of the such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004, which defines:</p> <p>"Corrupt And Fraudulent Practices" in respect of the procurement process shall be either one or any combination of the practices including,-</p> <ol style="list-style-type: none"> i. "Coercive Practices" mean 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" mean 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" mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

F. AWARD OF CONTRACT

iv. **“Fraudulent Practices”** mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation; and

v. **“Obstructive Practices”** mean 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 Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA).

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 Bank management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	Results of Bid/Proposal analysis resulting in substantive evidence of collusion, Actual instance verifiable as per laws of the land and applicable Rule and Regulations of SBP Banking Services Corporation Cross-verification of documentary undertaking submitted by Service Provider	Blacklisted and cross-debarred for a period of up to 10 years
Performance Deficiencies	Documented evidence in the form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by the Service Provider.	Blacklisted and cross-debarred for a period of up to 03 years
Bidder failed to abide by Bid Form / Bid Securing Declaration.	Failed to abide by Bid Form / Bid Securing Declaration	Blacklisted and cross-debarred for a period of up to 06 months

F. AWARD OF CONTRACT

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

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

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

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

35.7. Without limitation on the generality of the foregoing, bidders and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- i. A bidder that the Bank has already engaged for providing goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client.
- iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of:
 - a) the preparation of the specifications of the goods,

F. AWARD OF CONTRACT	
	<p>b) the selection process for such assignment, or c) Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank</p> <p>35.8. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable, provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have a 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 their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.</p>
<p>36. Overriding Effect of PPR-2004</p>	<p>36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.</p>



G. BID DATA SHEET

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

ITB Clause	Description
1.1	<p>Procurement Title: <i>Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)</i></p> <p>Reference Number: <i>ITB No. GSD/MSD/69986/2022</i></p> <p>Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i></p> <p>Procurement Procedure: <i>Single Stage Two Envelopes Procedure as per Rule-36(b) of PPR-2004</i></p>
2.7 & 3.2	<p>The mandatory eligibility/qualification criteria are as follows:</p> <ul style="list-style-type: none"> • <i>The Bidder must have valid Drug Sale License issued by relevant Government/Government Authorized Authorities;</i> • <i>The bidder must have at least five (05) years of experience in providing pharmacy services;</i> • <i>The Bidder must have Annual Sales Volume/Gross Turnover of at least Rs. 01 Billion (Rupees One Billion Rupees in any of the last 03 (three) years;</i> • <i>The Bidder must be registered with Income Tax and appear on the Active Taxpayer List of FBR;</i> • <i>The Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization;</i> • <i>The bidder must not be on the sanctioned list of NACTA (National Counter Terrorism Authority).</i>
7.3	Pre-bid Meeting (Not Applicable)
11.4	The Contract is NOT subject to any adjustment in offered discount.
13.1	The Bid validity period shall be 180 (One Hundred Eighty Days) after the opening of the Bids.
14.1	<p>The participating bidder must submit a bid security in favor of SBP BSC (FTN# 9022604-6) along with the Technical Proposal. The amount of Bid Security is Rs. 500,000/- (Rupees Five hundred Thousand only).</p> <p>Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)</p>
3.1 & 16.1	<p>The Original Bid shall comprise a single sealed package containing two separate sealed envelopes that shall include the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters.</p> <p>The outer envelope shall be addressed to the Bank at the address given in the BDS and carry the statement “DO NOT OPEN BEFORE 20-Dec-2022 at 11:00 AM. The content of the Technical and Financial Proposal is mentioned in BDS.</p>

ITB Clause	Description
	<p><u>Following should be the contents of the Technical Proposal Envelope:</u></p> <ol style="list-style-type: none"> 1. ALL DOCUMENTS RELATED TO MINIMUM ELIGIBILITY/QUALIFICATION CRITERIA TECHNICAL COMPLIANCE FORM INCLUDING ANNEXURE (IF ANY) - SECTION III 2. TECHNICAL PROPOSAL FORMS – SECTION IV <ul style="list-style-type: none"> • FORM TECH. 1 – AUTHORIZATION FORM FOR BIDDER’S REPRESENTATIVE • FORM TECH. 2 – TECHNICAL PROPOSAL SUBMISSION FORM • FORM TECH. 3 – BID SECURITY FORM (IN CASE OF BANK GUARANTEE) • FORM TECH. 4 – UNDERTAKING FOR NON-BLACKLISTING/DEBARMENT • FORM TECH. 5 – DECLARATION OF BENEFICIAL OWNERS’ INFORMATION <p><u>Following should be the contents of the Financial Proposal Envelope:</u></p> <ol style="list-style-type: none"> 1. FINANCIAL PROPOSAL FORMS – SECTION V <ul style="list-style-type: none"> • FORM FIN. 1 – FINANCIAL PROPOSAL SUBMISSION FORM • FORM FIN. 2 – PRICE SCHEDULE <p><u>Important Note:</u> Above mentioned forms are pre-requisite; non-availability of the documents mentioned above will result in the rejection of a bid.</p>
17	<p>The Bank’s address for Bid submission is</p> <p style="text-align: center;">Senior Joint Director Medical Services Division (MSD) General Services Department 2nd Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5278 Email: medical.gsd@sbp.org.pk</p> <p>The Bank will communicate the Financial Proposal opening to the eligible/qualified bidders after completing all requirements of Technical Evaluation.</p> <p>The deadline for submission of bids shall be December 20th, 2022, at 11:00 AM (PKT).</p>
20	<p>Bids will be opened on December 20th, 2022, at 11:30 AM (PKT) at the following address:</p> <p style="text-align: center;">Learning Resource Centre, State Bank of Pakistan, I. I. Chundrigar Road, Karachi.</p>
26.1	Email Address for Queries: medical.gsd@sbp.org.pk
29.1	Not Applicable
32.1	The bidder must furnish a Performance Guarantee in the form of a Pay Order or Bank Guarantee as per GCC Clause No 27.1 from a reputable Commercial Bank. In the case of Performance Guarantee in the form of Bank Guarantee, it must remain valid until 28 days beyond the contract's expiry date.

Section III: Minimum Eligibility and Technical Compliance

Sr.#	Minimum Eligibility/ Qualification Parameter	Means of Verification	Compliance Yes/No	Reference of Documentary Evidence
1.	The Bidder must have valid Drug Sale License issued by relevant Government / Government Authorized Authorities;	Valid Drug Sale License of any pharmacy operating by the bidder.		
2.	The bidder must have at least Five (05) years of experience in providing pharmacy services.	Drug Sale license/Certificate issued by the relevant authority .		
3.	The Bidder must have Annual Sales Volume / Gross Turnover of at least Rs. 01 Billion (Rupees One Billion only) in any of last 03 (three) years;	Audited Financial Statements / Income Tax Returns of any of the last three (03) years.		
4.	The Bidder must be registered with Income Tax Authorities and appear on the Active Taxpayer List of FBR.	Attach a copy of the valid NTN certificate and a Screenshot of the website showing the status as “Active” on the Active Taxpayer List of FBR.		
5.	The Bidder must not have been blacklisted or be in breach of performance with SBP or any Organization(s)	Provide an affidavit as per the format provided in Form Tech. 4 under Section IV.		
6.	The bidder must not be on the sanctioned list of NACTA (National Counter Terrorism Authority).	Provide an affidavit as per the format provided in Form Tech. 4 under Section IV.		
7.	The bid is unconditional.	Confirmation on official letterhead		
8.	The Bid Security of Rs. 500,000/- must be accompanied with the Technical Proposal.	Pay Order/Demand Draft/Call Deposit/ Bank Guarantee in favor of SBP BSC (FTN# 9022604-6) as per Clause 14.1 of Bid Data Sheet.		
<p>Note: Only bidder(s) found compliant with all minimum eligibility parameters shall be considered for further Technical assessment.</p>				

After meeting the requirements of minimum eligibility criteria, the bidder must comply with all the **mandatory technical/ requirements** as given in the appended table:

Technical Compliance

#	Description	Requirement	Bidder's Compliance Yes/No	Remarks/Mean of Verification
1	Quality Assurance	Service provider shall provide registration certificate of DRAP of at least 5 medicines.		Valid registration Certificates of DRAP.
		Service provider shall provide API sourcing details from manufacturer of at least 5 medicines.		Documents of API Sourcing
2	Certifications	JCI or ISO-QMS		Valid Certificates/Documents
3	Service Provider's Medicine Warehousing/ Storage Setup*	Cold Chain Maintenance		Address of warehouse along with proof of Cold Chain maintenance
		Electricity Backup		Backup Electricity Generation system e.g. Generators/Solar power etc.
		Computerized Inventory Management System		Name of Software used for Inventory Management
4	Technical Staff	Qualified Pharmacists.		Details of 20 Pharmacists currently employed by the bidder including qualification, date of appointment and current place(pharmacy) of posting with addresses, on official letterhead.
5	Spectrum of Medicines	Availability of Routine Medicines including injectable/insulin/vaccines		Verifiable proof of Stock availability
		Availability of Special Medicine		
		Availability of Surgical Supplies		
6	All the requirements mentioned in Appendix A "Description of the Services/Performance Specifications /Terms of Reference to be complied and fulfilled by the bidder.			
7	All the stated terms and conditions of the contract will be fulfilled by the bidder.			

*(Bank may visit the warehouse to ascertain the requirement)

Note:

Bidder who will meet the minimum Eligibility/Qualification Criteria and Technical requirements will be considered qualified for financial Proposals opening

Official Seal & Signature of Bidder:
Date:

Section IV: Technical Proposal Forms

- **FORM TECH. 1 – AUTHORIZATION FORM FOR BIDDER’S REPRESENTATIVE**
- **FORM TECH. 2 – TECHNICAL PROPOSAL SUBMISSION FORM**
- **FORM TECH. 3 – BID SECURITY FORM (IN CASE OF BANK GUARANTEE)**
- **FORM TECH. 4 – UNDERTAKING FOR NON-BLACKLISTING/DEBARMENT**
- **FORM TECH. 5 – DECLARATION OF BENEFICIAL OWNERS’ INFORMATION**



FORM TECH. 1 – AUTHORIZATION FORM FOR BIDDER’S REPRESENTATIVE

(Over Service Provider’s Official Letterhead)

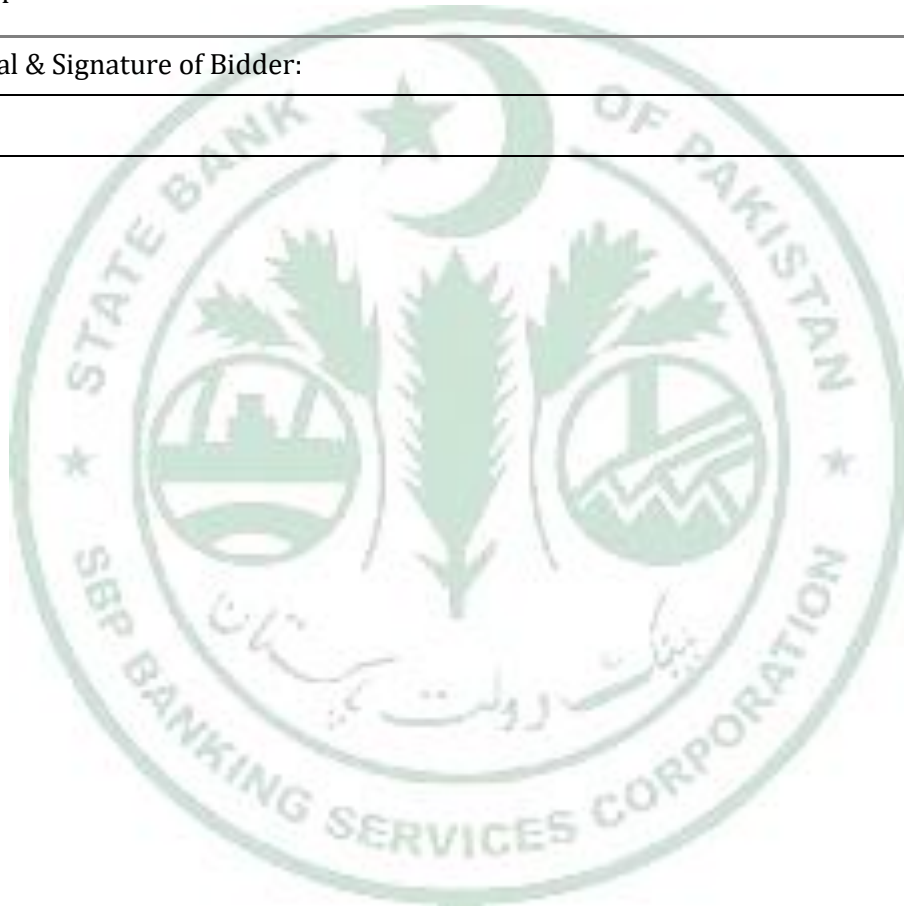
Date: _____

Title: Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)
ITB No: ITB No. GSD/MSD/69986/2022

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 fulfill all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder:

Date:



(Over Service Provider's Official Letterhead)

Date: _____

To:

The Director

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

Dear Sir,

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

We further undertake that we are submitting our bid (s) for **In-House Pharmacy Services**

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

If our Bid is accepted, we will obtain the requisite guarantee of a bank for the due performance of the Contract in the form prescribed by the Bank.

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

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

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

Dated this _____ day of _____ 2022__.

[Seal & signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

(Over Stamp Paper)

[insert: **Bank’s Name and Address of Issuing Branch or Office**]

Beneficiary: [insert: **Name and Address of Bank**]

Date: [insert: **date**]

BID GUARANTEE No.: [insert: **Bid Guarantee Number**]

Whereas, M/s ----- (hereinafter called “the Service Provider”) has submitted its Bid dated ----- for **Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)** (hereinafter called “the Bid”).

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the terms of the Bid. We, the Guarantor [**name of Financial Institution**], having our registered office at [**address of Financial Institution**] (hereinafter called “the Commercial Bank”), are bound unto **SBP Banking Services Corporation (SBP BSC)** (hereinafter called “the Bank”) in the sum stated [Bid Security Amount], for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Commercial Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a) Has withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
 - b) Disagreement to an arithmetical correction made to the Bid price; or
 - c) Having been notified of the acceptance of our Bid by the Bank during the period of Bid Validity, (i) failure to sign the contract if required by Bank to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand, the Bank states the amount claimed by it is due to it, owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity. Any demand in respect thereof should reach the Commercial Bank no later than the above date.

Name: in the capacity of

Signed: _____ [Signature of the Commercial Bank]

Dated on day of 20

(Over Stamp Paper of Rs. 100)

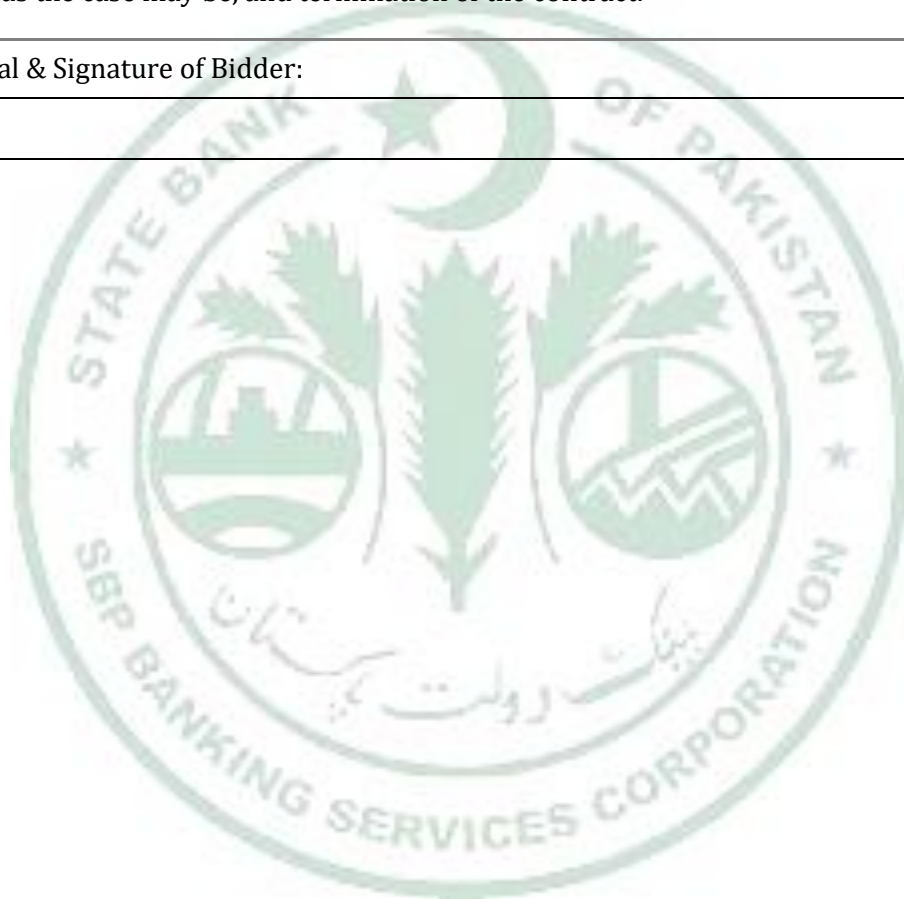
Dear Sir,

I/We do hereby declare and undertake that M/s _____ (Name of the Bidder) _____ ;

- i. Has neither been blacklisted nor found in breach of performance with SBP or any other organization **AND**
- ii. Has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA)

Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security or Performance Guarantee, as the case may be, and termination of the contract.

Official Seal & Signature of Bidder:
Date:



FORM TECH. 5 – DECLARATION OF BENEFICIAL OWNERS’ INFORMATION

(Over Service Provider’s Official Letterhead)

i.	Name	
ii.	Father’s Name/Spouse’s Name	
iii.	CNIC/NICOP/Passport no.	
iv.	Nationality	
v.	Residential address	
vi.	Email address	
vii.	Date on which shareholding, control or interest acquired in the business.	

viii. 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 are to be provided:

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

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

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

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

Name & signature

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

Section V: Financial Proposal Forms

- **FORM FIN. 1 – FINANCIAL PROPOSAL SUBMISSION FORM**
- **FORM FIN. 2 – PRICE SCHEDULE**



(Over Service Provider's Official Letterhead)

Date: _____

To:

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

Dear Sir,

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

In case our Bid for **In-House Pharmacy Services** is accepted, we undertake to deliver the services per the schedule specified in **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank of the requisite amount due performance of the Contract in the form prescribed by the Bank.

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

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

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

[Seal & signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

FORM FIN. 2 – PRICE SCHEDULE

(Over Service Provider's Official Letterhead)

Date: _____

Name of bidder: _____

Procurement Title: Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)

Reference No. ITB No. GSD/MSD/69986/2022

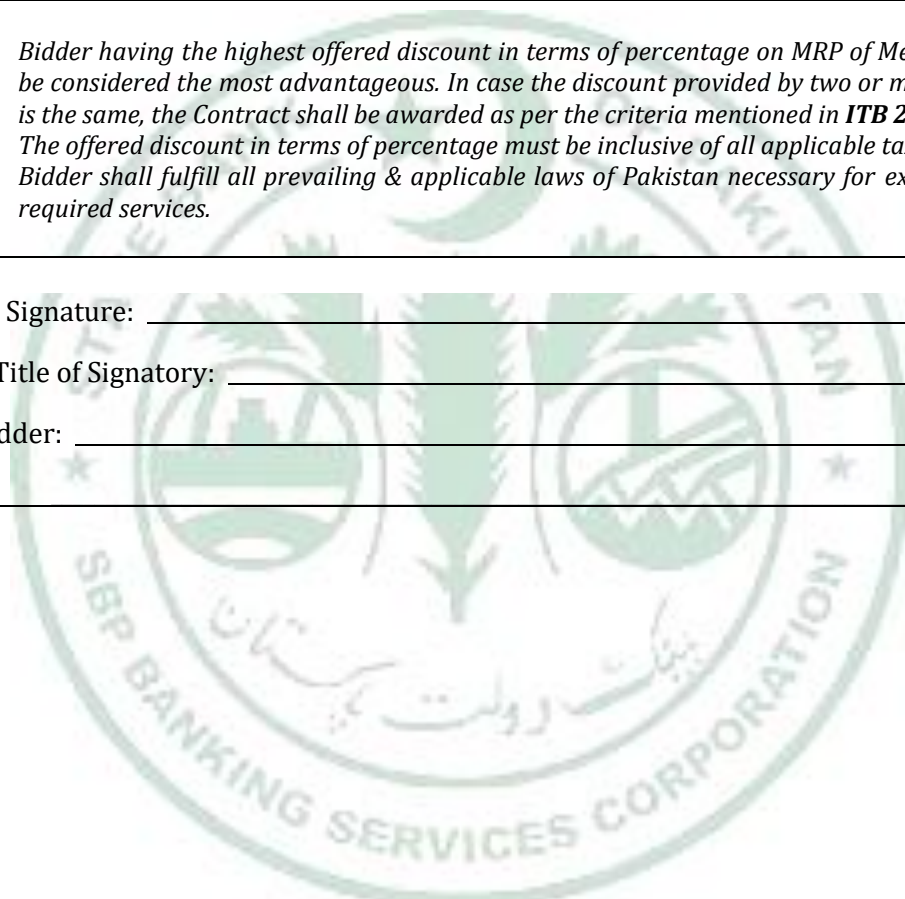
Percentage of Flat Discount Offered on Maximum Retail Price (MRP) of Medicines	
Figure (%)	Words
Notes: <ul style="list-style-type: none">i. Bidder having the highest offered discount in terms of percentage on MRP of Medicines will be considered the most advantageous. In case the discount provided by two or more bidders is the same, the Contract shall be awarded as per the criteria mentioned in ITB 25.4.ii. The offered discount in terms of percentage must be inclusive of all applicable taxes/duties.iii. Bidder shall fulfill all prevailing & applicable laws of Pakistan necessary for executing the required services.	

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Section VI: Form of Contract

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



CONTRACT FOR SERVICES

Lump-Sum

Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)

BETWEEN

SBP Banking Services Corporation (SBP BSC)

AND

M/s (Name of the Most Advantageous Service Provider)

DD-MM-YYYY

(Over Stamp Paper)

FORM OF CONTRACT

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

AND

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

(THE BANK and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS,

- a) the Bank has requested the Service Provider to provide certain Services as defined in **Appendix A** to this Contract (hereinafter called the "**Services**");
- b) The Service Provider, having represented to the Bank that they have the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix E**, titled breakdown of the contract price;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The **General Conditions of Contract (GCC)**;
 - b) The **Special Conditions of Contract (SCC)**;
 - c) The following **Appendices**:
 - i. Appendix A – Description of the Services
 - ii. Appendix B – Services and Facilities Provided by the Bank
 - iii. Appendix C – Focal Persons
 - iv. Appendix D – Schedule of Payments
 - v. Appendix E – Service Provider’s Financial Proposal
 - vi. Appendix F – Notification of Award
 - vii. Appendix G – Letter of Acceptance
 - viii. Appendix H – Performance Guarantee
 - ix. Appendix I – Integrity Pact

2. The mutual rights and obligations of the Bank and the Service Provider shall be as outlined in the Contract, in particular:
3. The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as 'The Service Provider's employee (s)' in accordance with the provisions of the Contract; and
4. The Bank shall make payments to the Service Provider in accordance with the Contract's provisions after deducting all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, that the service provider would be liable to during the performance of the contract.
5. Subject to the issuance of commencement notice by the Bank, the term of the contract shall be three years, or any other period as may be subsequently agreed by the parties in writing.

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

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

A. GENERAL PROVISIONS	
1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms, whenever used in this Contract, have the following meanings:</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “Bank” means <u>SBP Banking Services Corporation (SBP BSC)</u> c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Bank d) “Contract” means the legally binding written agreement signed between the Bank and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein. e) “Day” means a calendar day. f) “GCC” means these General Conditions of the Contract; g) “Government” means the Government of the Islamic Republic of Pakistan ; h) “Party” means the Bank or the Service Provider, as the case may be, and “Parties” means both of them; i) “Performance Specifications” means the specifications of the services included in the bidding documents submitted by the Service Provider to the Bank. j) “Pharmacy Services” means the work to be performed by the Service Provider under this Contract, as described in Appendix A. k) “SCC” means the Special Conditions of the Contract by which the GCC may be amended or supplemented; l) “Service Provider’s Bid” means the complete Bidding Documents submitted by the Service Provider to the Bank m) “Service Provider” means <u>M/s (Name of the Most Advantageous Service Provider)</u> n) “Sub Service Provider” means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Bank during the performance of the Contract.

A. GENERAL PROVISIONS	
2. Applicable Law	2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
3. Language	3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
4. Notices	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 .
5. Location	5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan as the Bank may approve.
6. Authorized Representatives	6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Service Provider may be taken or executed by the officials specified in the SCC.
7. Inspection and Audit by the Bank	7.1. The Service Provider shall, upon reasonable notice by the Bank, allow the Bank's Management and its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Bank if so required by the Bank.
8. Taxes, Duties and other Applicable Laws	<p>8.1. The Service Provider shall pay its own and its employees' taxes. The Bank is authorized to withhold any applicable tax from payment to the Service Provider and deposit the same into the Governmental Treasury; in the event Service Provider is exempt from such withholding, it shall provide relevant information or valid documentation to that effect. The Service Provider shall also ensure compliance with local laws and applicable regulations.</p> <p>8.2. Any additional tax, levies, duties, or modifications in the existing tax rates and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>
9. Relationship of Parties	9.1. Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee, or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all, specifically provided herein.

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	
10. Effectiveness of Contract	10.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Bank's notice to the Service Provider instructing the Service Provider to begin

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	
	carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
11. Commencement of Services	11.1. The Service Provider shall start carrying out the Services at all locations of the Bank within sixty (60) days after the Contract becomes effective or at such other date as may be specified in the SCC .
12. Intended Completion Date	12.1. Unless terminated earlier under Clause 15 , the Service Provider shall complete the activities by the Intended Completion date, as specified in the SCC. In this case, the Completion Date will be the completion date of all activities. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11.
13. Modification	13.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
14. Force Majeure	<p>14.1. <u>Definition</u></p> <p>For this Contract, “Force Majeure” means an unforeseeable event beyond a Party's reasonable control, which makes a Party's performance of its obligations under the Contract impossible or as to be considered impossible under the circumstances. The Party affected by Force Majeure shall, on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this contract as per clause 15 of the Contract because of Force Majeure.</p> <p>14.2. <u>No Breach of Contract</u></p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <p style="margin-left: 40px;">a) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</p> <p style="margin-left: 40px;">b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>14.3. <u>Extension of Time</u></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during</p>

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

	<p>which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Bank.</p>
<p>15. Termination</p>	<p>15.1. <u>By the Bank</u></p> <p>The Bank may terminate this Contract by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 15.1 and sixty (60) days in the case of the event referred to in (g):</p> <ul style="list-style-type: none">a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract within thirty (30) days after being notified or within any further period as the Bank may have subsequently approved in writing;b) if the Service Provider becomes insolvent or bankrupt;c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; ord) if the Service Provider/s, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.e) if the Service Provider does not maintain a Performance Guarantee under Clause 27.1f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under Sub-Clause 26.1 and the SCC.;g) if the Bank, in its sole discretion, decides to terminate this Contract. <p>15.2. <u>By the Service Provider</u></p> <p>The Service Provider may terminate this Contract by not less than ninety (90) days with written notice to the bank.</p> <p>15.3. <u>Payment upon Termination</u></p> <p>Upon termination of this Contract under Clauses 15.1 or 15.2, the Bank shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none">a) Payment of services under Clause 33 & 34 for Services satisfactorily performed by the Service Provider before the effective date of termination;b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 15.1, reimbursement of any reasonable cost incident to the prompt and

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

	orderly termination of the Contract
--	-------------------------------------

C. OBLIGATIONS OF THE SERVICE PROVIDER**16. General**

- 16.1. 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 the Services and shall at all times support and safeguard the Bank's legitimate interests in any dealings with Sub Service providers or third parties.
- 16.2. The Service Provider will ensure continuity of services without interruption as per requirement.
- 16.3. In the course of the performance of the services, the Service Provider shall comply with all requirements of the Bank.
- i. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Bank.
- 16.4. The Service Provider shall promptly notify the Bank of any matter coming to their knowledge that could have a material effect on the business or affairs of the Bank.
- 16.5. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Bank from time to time and shall conduct themselves in a manner that is not prejudicial to the interest and business of the Bank.

17. Indemnity

- 17.1. The service provider agrees to indemnify the Bank and hold it harmless against all liabilities, including judgments and cost of litigation, for anything omitted by the service provider in executing this Contract.

18. Conflict of Interests

- 18.1. **Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.**
- Payment against the services shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract and the discharge of their obligations under this Contract., The Service Provider shall ensure that its Employee(s) or their affiliates shall not receive any additional payment.
- 18.2. **Service Provider and Affiliates Not to be Otherwise Interested in Project**
- The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any

C. OBLIGATIONS OF THE SERVICE PROVIDER	
	<p>continuation thereof) for any project resulting from or closely related to the Services.</p> <p>18.3. <u>Prohibition of Conflicting Activities</u></p> <p>Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ol style="list-style-type: none"> i. During the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract, ii. during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees of Bank in active duty or on any type of leave to perform any activity under this Contract, iii. after the termination of this Contract, such other activities as may be specified in the SCC.
19. Confidentiality	<p>19.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency to the consultants or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>19.2. The consultant shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Procuring Agency's prior written consent.</p> <p>19.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Consultant, the Procuring Agency may reject its bid and/or terminate the contract.</p>
20. Contractual Liability Insurance to be taken out by the Service Providers	<p>20.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud under this contract, if any, committed by The Service Provider's employee (s) in the course of this contract with the Bank and shall indemnify and keep indemnified the Bank, at all times against any such loss, claim damage, and charge. However, the Service Provider shall be responsible for indemnifying the Bank within 45 days after receiving all the required supporting documents to support the, 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 Bank's claim within the aforesaid period shall authorize the Bank to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. No claim amount will be paid if the Bank fails to provide the supporting documents to prove the incident.</p> <p>20.2. At the Bank's request, the Service Provider shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>

C. OBLIGATIONS OF THE SERVICE PROVIDER	
21. Service Providers' Actions Requiring Bank's Prior Approval	<p>21.1. The Service Provider shall obtain the Bank's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> i. entering into a subcontract for the performance of any part of the Services, ii. changing the schedule of activities; iii. any other action that may be specified in the SCC
22. Independent Service Provider Status	<p>22.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Bank will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>22.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>22.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Bank merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Bank.</p>
23. Compliance with all the Regulatory Requirements	<p>23.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>23.2. The Service Provider will ensure that all the applicable regulatory requirements are fully met and indemnify against any claims regarding the above.</p> <p>23.3. The Service Provider shall take all practicable steps to ensure that all its resources comply with the Applicable Law.</p>
24. Reporting Obligations	<p>24.1. The Service Provider shall submit to the Bank the reports and documents specified in Appendix A as and when required by the Bank.</p>
25. Documents Prepared by the Service Providers to Be the Property of the Bank	<p>25.1. All reports and other documents and software submitted (if any) by the Service Provider under Clause 24.1 shall become and remain the property of the Bank. The Service Provider shall, upon request from the Bank during the execution of the Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bank, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC, shall be communicated during the execution of the Contract.</p>

C. OBLIGATIONS OF THE SERVICE PROVIDER	
26. Liquidated Damages	<p>26.1. <u>Payments of Liquidated Damages</u></p> <p>The Service Provider shall pay liquidated damages to the Bank at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.</p> <p>26.2. <u>Correction for Over-payment</u></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Bank shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>26.3. <u>Lack of performance penalty</u></p> <p>If the Service Provider has not corrected a Defect within the time specified in the Bank’s notice, the Service Provider will pay the penalty for Lack of performance. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 35.</p>
27. Performance Guarantee	<p>27.1. The Service Provider shall provide the Performance Guarantee to the Bank no later than the date specified in the acceptance letter. The Performance Guarantee shall be issued in an amount and form by a Commercial Bank acceptable to the Bank and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.</p> <p>27.2. The Performance Guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> i. fails to fulfill all the contractual and legal obligations; ii. fails to agree with the decision made by the Bank as a result of arbitration; or iii. Violates any law(s) during the execution of the contract. iv. fails to start the execution of services or stop providing services without prior approval of the Bank.

D. SERVICE PROVIDER’S TEAM	
28. Description of Services to be performed by the Service Provider	28.1. The scope of services to be performed by the Service Provider is described in Appendix A .

E. OBLIGATIONS OF THE BANK	
29. Provide information about the code of conduct	29.1. The Bank shall provide the Service Provider with written information on the code of conduct and security procedures. The Bank shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

E. OBLIGATIONS OF THE BANK	
30. Change in the Applicable Law	30.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes or duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 32 , as the case may be.
31. Services and Facilities	31.1. The Bank shall make available the Services and Facilities listed under Appendix B to the Service Provider.

F. PAYMENTS TO THE SERVICE PROVIDER	
32. Contract Discount Rate	32.1. The contract discount rate is set forth in the SCC. 32.2. The Service Provider's discount rate shall be inclusive of all costs incurred by the Service Provider and all applicable taxes in carrying out the Pharmacy Services. Except, if the Parties have agreed to additional payments under Clauses 30.1 .
33. Terms and Conditions of Payment	33.1. Payments will be made to the Service Provider according to the payment schedule stated in the SCC .

G. QUALITY CONTROL	
34. Performance Standards	34.1. The Service Provider will maintain applicable professional level of service standards.
35. Correction of Defects and Penalty for Lack of Performance	35.1. The Bank shall notify the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as the Deficiency remains to be corrected. 35.2. Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Bank's notice. 35.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Bank's notice, the Bank will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a liquidated damages for Lack of Performance calculated as described in Clause 26 .

H. RESOLUTION OF DISPUTES	
36. Arbitration	36.1. In case of a dispute arising between the Parties regarding the terms of contract or rights and obligations of the Parties under this Contract, if not resolved amicably, it shall be settled by arbitration under the Arbitration Act, 1940.

I. CORRUPT AND FRAUDULENT PRACTICES	
37. Corrupt & Fraudulent Practices	<p>37.1. The Bank requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004, which defines:</p> <p>“corrupt and fraudulent practices” in respect of the procurement process shall be either one or any combination of the practices, including, -</p> <ul style="list-style-type: none"> i. “Coercive Practices” mean 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” mean 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” mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. “Fraudulent Practices” mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation; and v. “Obstructive Practices” mean harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process or affect the execution of a contract;.”
38. Action Taken in Case of Corrupt And Fraudulent Practices	<p>38.1. The Bank will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive and obstructive practices in competing for the contract in question;</p> <p>38.2. The Bank will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Bank’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 Bank’s contract; and</p> <p>38.3. Under Rule 19 of PPR-2004, “The Bank can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.”</p>

I. CORRUPT AND FRAUDULENT PRACTICES

**39. Mechanism
Blacklisting and
cross-debarring**

39.1. Under **Rule 19 of PPR-2004**, the following mechanism and manner for Blacklisting and cross-debarring from participating in their respective procurement proceedings will be followed as per the below mechanism:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	Results of Bid/Proposal analysis resulting in substantive evidence of collusion, Actual instance verifiable as per laws of the land and applicable Rule and Regulations of SBP Banking Services Corporation Cross-verification of documentary undertaking submitted by Service Provider	Blacklisted and cross-debarred for a period of up to 10 years
Performance Deficiencies	Documented evidence in the form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by the Service Provider.	Blacklisted and cross-debarred for a period of up to 03 years
Bidder failed to abide by Bid Form / Bid Securing Declaration.	Failed to abide by Bid Form / Bid Securing Declaration	Blacklisted and cross-debarred for a period of up to 06 months

39.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.

39.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Bank and the service provider shall be solely responsible for seeing that a proper receipt is provided.

39.4. Under **Rule 7 of PPR 2004**, the service provider shall sign an Integrity pact in accordance with the prescribed format attached as **Appendix I** of the Contract.

SPECIAL CONDITIONS OF CONTRACT

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

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b)	The Bank is SBP Banking Services Corporation (SBP BSC)
1.1 (m)	The Service Provider is M/s (Name of the Most Advantageous Service Provider)
1.1 (d)	The Title & Reference of the contract is; <i>Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)</i> <i>ITB No. GSD/MSD/69986/2022</i>
4.1	The addresses are: Bank: The Director General Services Department (GSD) 4 th Floor, BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: 021-3311-5371 Email: Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
6.1	The Authorized Representatives are: For the Bank (Nominee of the Bank) Name: _____ Designation: _____ For the Service Provider (Nominee of the Service Provider) Name: _____ Designation: _____
12.1	The duration of the contract will be three years from the date of signing of contract.
19.1	The Service provider, while rendering the required services, shall not release any information acquired from the Bank due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	or otherwise. Moreover, all important and/or confidential documents provided by the Bank shall not be taken out of the Bank's premises.
24.1	The Service Provider shall submit complete reports & documents and all the deliverables as per the details mentioned in Appendix A .
26.1	Bank can impose liquidated damages for non-compliance with any requirement defined in Appendix A of the contract. Liquidated damages may be charged in the form of deductions @ 0.5%, from the monthly payable bills of the specific office where non-compliance to defined requirement has been reported along with documentary evidence. The decision of the Bank for the imposition of liquidated damages will be final and binding on the service provider .
27.1	<p>A performance guarantee of Rs. 2.5 Million (Rupees two million and five hundred thousand only) in the form of a Pay Order or Bank Guarantee enforceable in Pakistan is to be submitted by the successful bidders.</p> <p>In the case of Performance Guarantee in the form of Bank Guarantee, it must remain valid until 28 days beyond the contract's expiry date.</p>
30.1	Discount Offered by the Service provider as stated in the Contract is not subject to any adjustment during the performance of the contract.
33.1	The discount offer is (xx)% on MRP of Medicines.
34.1	Payment will be made on a monthly basis to the service provider against the total quantity of medicines issued to employees, ex-employees, and their dependents of the Banks, subject to the submission of invoices and signed prescriptions/ reference slips issued by the authorized Medical Consultants of the Bank. The submitted bill(s) by the service provider will be verified by the Bank.

(To be finalized at the contract award stage)

- i. Appendix A – Description of the Services
- ii. Appendix B – Services and Facilities Provided by the Bank
- iii. Appendix C – Focal Persons
- iv. Appendix D – Schedule of Payments
- v. Appendix E – Service Provider’s Financial Proposal/Bid
- vi. Appendix F – Notification of Award
- vii. Appendix G – Letter of Acceptance
- viii. Appendix H – Performance Guarantee
- ix. Appendix I – Integrity Pact
- x. Appendix J– Other Information



APPENDIX A – DESCRIPTION OF THE SERVICES

1. Introduction:

SBP Banking Services Corporation (SBP BSC) intends to procure pharmacy services at the given locations. The scope of services include sourcing of medicines, management of medicine inventory as per standard cold chain maintenance practices and dispensation of medicines against prescription issued by Bank's Doctors. .

SBP BSC Office	Address
Karachi, I.I. Chundrigar Road	II Chundrigar Road, Karachi
Karachi, North Nazimabad	Block A, North Nazimabad, Shahrah-e-Noor Jahan, Karachi
Boulton Market Office	Boulton Market, Karachi
Quetta	Shahra-e-Gulistan, Quetta -87300, Quetta
Sukkur	Eidgah Road, Sukkur
Hyderabad	Shahrah-e-Fatima Jinnah, Hyderabad
Lahore	54-Shahrah-e-Quaid-e-Azam, Lahore
Faisalabad	MA Jinnah road, Lahore
Sialkot	Sialkot Cantt, Sialkot
Gujranwala	Trust Plaza, Model Town, Gujranwala.
Multan	Pul Mouj Darya, LMQ Road, Multan
Bahawalpur	25-C Shabbir Shaheed Road Model Town 'A' Bahawalpur
Islamabad	Ataturk Ave, G-5, Islamabad
Rawalpindi	The Mall, Rawalpindi
Muzaffarabad	Upper Chattar Housing Scheme, Muzaffarabad.
Peshawar	Saddar Road Peshawar Cantt, Peshawar
D I Khan	5-Shami Road, Cantt. D.I. Khan-KPK, D I Khan

2. Service Requirements

The essential requirement of services are as follows;

Service Requirements	
1.	<p>Company Representative</p> <p>Representative of the company for the purpose of this contract would be Authorized representative of the Service Provider</p>
2.	<p>Supply of medicine</p> <p>Supply of medicine shall be uninterrupted.</p>
3.	<p>Medicine issuance</p> <p>Medicine should be provided as per prescription issued by the Bank's Doctors. Substitute medicines will only be issued upon the recommendation of Bank's doctor.</p>
4.	<p>Inspection</p> <p>Bank can inspect the in-house pharmacy during office hours in presence of service provider's representative.</p>
5.	<p>Penalty</p> <p>If the service provider is found dispensing substandard/Expired Medicines or Batch/counterfeit medicines, he may be liable to pay penalty in form of deduction @0.5% from the monthly payable bill of the specific office(s) where the incident has been reported and documentarily proved. Recurrent non-compliance may result in termination of contract.</p>

Service Requirements		
6.	Closure of the Pharmacy by Service provider	Service provider shall ensure to run the pharmacy as per the given timelines. In case of closure of pharmacy without any reason by one day, the bank shall be entitled to recover up to 10% of the total monthly bill from the specific office where the pharmacy remained closed.
7.	Performance	Service provider's performance will be evaluated for a period of 6 months. If it is found satisfactory, Service provider will be allowed to continue. However, if performance is found to be unsatisfactory contract will be terminated in accordance with the terms & conditions of the Contract.
8.	Non-Commercial use	Pharmacy at SBP premises is only for providing medicines to its in-service/retired employees and their dependents and is purely a noncommercial outlet and as such the service provider shall not, in any case and at any time, use or sublet this place for any commercial use for itself or for any other party though not mentioned herein.
9.	Exclusivity	Service provider shall not dispense any medicine to any agency other than State Bank of Pakistan Banking Services Corporation from its premises.
10.	Stock Godown	Service provider will not use premises as stock Godown except for required inventory level of medicines to be issued to employees, ex-employees and their eligible dependents.
11.	Registered Drugs	Service provider shall provide only REGISTERED DRUGS duly sealed and stamped "State Bank of Pakistan Property and NOT FOR SALE".
12.	Timing	Service provider shall observe timings to provide pharmacy services from 09:00 am to 06:00 pm working days.
13.	Employment Prohibition	Service Provider shall under no circumstance employ any of the Bank's employees to work in the pharmacy.
14.	Stock Maintenance	Service provider is bound to maintain the stock level at least 60 days of all medicines. In case of non-availability, of medicine without any valid reason, penalty may be imposed in form of deduction @ 0.5% from the monthly payable bills of the specific office(s).
15.	Expired medicine	The service provider will lift the medicine from the shelves 3 months prior to the expiry date.
16.	Contact Information	Service provider shall inform the bank regarding names, addresses, contact numbers and reference of all those persons working in the pharmacy.
17.	Exchange of Medicine	Service provider shall not exchange any medicine with any other medicine of the higher or lower price. Nor will exchange any medicines against cash/general items.

Service Requirements		
		Service provider is bound to issue only those medicine that prescribed by Bank's doctors.
18.	Display of Drug Licenses	It will be the responsibility of Pharmacy to acquire all relevant licenses and subsequent renewals. Licenses to be displayed at a prominent place in the pharmacy at each location.
19.	Technical Staff	The service provider shall employ qualified and experienced Pharmacists as well as educated and experienced Helping Staff as per the volume of drug dispensation in each of the locations mentioned in the scope of work.
20.	Cold Chain Maintenance	It will be the responsibility of pharmacy to maintain 24 Hours cold chain at pharmacies. Pharmacy will also ensure cold chain is maintained while dispensing the medications.
21.	Equipment for Cold Chain Maintenance	It will be the responsibility of pharmacy to arrange necessary equipment such as, Fridge/Chillers etc, if deemed necessary, for cold chain maintenance of medicines.
22.	Access to Medicine Stores and Dispensary for various purposes	For logistic and repair maintenance requirement, access to the main medicine store and dispensary would be provided to SBP officials in the presence of Pharmacy representative.
23.	Drug Testing	Bank can any time pick any medicine with intimation to Pharmacy for DRUG testing purposes from authorized Labs. The cost of the sample and testing will be borne by Bank.
24.	Computerized Billing	Pharmacy would ensure computerized billing.
25.	Relevant Acts and Rules	Applicable DRAP regulations and Drug Act would be applicable at all Pharmacies
26.	Minimum Service delivery Standards	<ul style="list-style-type: none"> i. Medicines must be provided on production of prescription signed and issued by Authorized medical Officers of the Bank. ii. Medicines shall be dispensed on first come first serve basis. iii. Computer generated Medicine Delivery note to be given to Patient iv. Pharmacy to arrange out of stock medicines within 36 hours v. Experienced and Qualified pharmacy staff would be deputed at In-House Pharmacy. Credentials to be provided on demand by Bank along with Photocopies of ID card for verification and Bank Security Purposes. Any change in HR to be informed instantly for security purposes. vi. The pharmacy team to be dressed up in Overall coats during business hours.

Service Requirements		
		vii. Temperature sensitive medicines to be issued as per cold chain maintenance standards.
27.	Insurance Coverage of Stock and Allied Equipment	viii. It shall be the responsibility of services provider to obtain comprehensive insurance of the medicine stock and all the allied equipment (Arranged by the service provider) at all locations of the Bank.



- a) The Bank will provide space and electricity free of charge, but it will be the responsibility of the Service Provider to ensure minimum consumption of the utilities and avoid wastage while maintaining and ensure the applicable medication storage standards/recommendations. If misuse of utilities is observed due to negligence of the service provider's staff, the Bank may resort to recovery from the service provider to the extent of such misuse.
- b) The Service provider will be bound to return the Bank's property in serviceable condition(normal/in-course wear and tear excepted) at the completion/ termination of the contract .
- c) Save for any normal/in-course wear and tear, losses and damages, if any, in respect of Pharmacy space will be the Service provider's responsibility. Further, any equipment of the Service Provider and any arrangement/ replacement, repair/ maintenance, shall be at the Service provider's cost. As such, the Bank will look after the janitorial services maintenance of the Air Conditioning System, fumigation, and repair/maintenance of electric wiring.
- d) The Bank shall provide officially approved access to the Bank's premises, through its Internal Bank Security Department, in favor of authorized/ assigned delivery vans and the pharmacy personnel.



APPENDIX C – FOCAL PERSONS

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



APPENDIX D – SCHEDULE OF PAYMENTS

Payment will be made on a monthly basis to the Service Provider against the total quantity of medicines issued to employees, ex-employees, and their dependents, subject to the submission of invoices and signed prescriptions/reference slips issued by the authorized Medical Consultants of the Bank.









(Over Stamp Paper)

To:

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

WHEREAS **M/s (Name of the Most Advantageous Service Provider)** (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract **ITB No. GSD/MSD/69986/2022** to “**Procurement of In-House Pharmacy Services for SBP Banking Services Corporation (SBP BSC)**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a bank guarantee by a reputable commercial bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of **[amount of the guarantee in words and figures]**. We undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of **[amount of guarantee]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ___ day of ___ 202_.

Signature and seal of the Guarantors

[name of the commercial bank or financial institution]

[address]

(Over Stamp Paper of Rs. 100)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage, etc. Payable by the Suppliers of Goods, Services & Works

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

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

M/s (Name of the Most Advantageous Service Provider) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

APPENDIX J – OTHER INFORMATION

Office	Approx. No of Employees, Ex-Employees and their Eligible Dependents	Approx. Annual Demand of Medicines in Millions(PKR)
HOK	12031	290
NNO	2907	132
Sukkur	566	12
Hyderabad	883	22
Quetta	818	18
Lahore	3648	119
Multan	690	31
Faisalabad	1087	30
Gujranwala	236	4
Bahawalpur	200	3
Sialkot	391	3
Islamabad	1927	37
Rawalpindi	1577	53
Peshawar	1220	22
D.I.Khan	285	4
Muzaffarabad	342	3
Grand Total	28,808	(MRP)783

End of Document

