



BIDDING DOCUMENTS

for

***Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP
BSC Peshawar***

(Single Stage - One Envelope)

September 2022



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Section I: Invitation for Bids



SBP BANKING SERVICES CORPORATION, PESHAWAR OFFICE

Invitation for Bids (IFB)

IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022

SBP Banking Services Corporation, Peshawar Office invites sealed bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for **Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar** for a period of one year.

Bidding document containing detailed terms and conditions may be obtained from the address given below during office hours on submission of a written request or may be downloaded from www.sbp.org.pk & www.ppra.org.pk

A Pre-Bid meeting will be held on **September 21, 2022 at 11:30 AM** at General Services Unit SBP BSC Peshawar.

The bids prepared in accordance with the instructions provided in the Bidding documents must be delivered in a hard copy submitted (in person, or by post) on or before **September 26, 2022 at 03:00 pm** which shall be opened on the same day at **03:30 PM** at Meeting Room Mezzanine Floor, SBP BSC Peshawar 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.

Deputy Chief Manager,
SBP Banking Services Corporation, Peshawar Office
Saddar Road Peshawar Cantt.
Tel: 091-9212414
Email: pew.gsu@sbp.org.pk



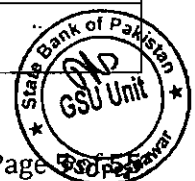
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- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract
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A. Introduction

1. Scope of Bid	<p>1.1. SBP Banking Services Corporation, Peshawar Office situated at Saddar Road Peshawar Cantt., Peshawar, (hereinafter called as the "Bank"), issues this Bidding Documents for Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar detailed 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 (ITB) 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 are not permitted to submit the bid.</p> <p>2.3. 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 -2004(PPR-2004), shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidder should meet all the minimum eligibility conditions 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 award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. Each Bidder shall submit only one Bid individually.</p>



A. Introduction

<p>5. Cost of Bidding</p>	<p>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.</p>
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B. Bidding Documents

<p>6. Content of Bidding Documents</p>	<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> <ol style="list-style-type: none">i. Invitation to Bids.ii. Instructions to Bidders (ITB)iii. Bid Data Sheet (BDS)iv. Form of Bidv. Form of Contractvi. General Conditions of Contract (GCC)vii. Special Conditions of Contract (SCC)viii. Description of Servicesix. Delivery Schedule (if any)x. Bid Evaluation Criteriaxi. Format of Security Forms <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or submitting 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>
<p>7. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>7.1. As per Rule 31 of PPR-2004, a Bidder requiring any clarification of the Bidding Documents shall contact the Bank in writing at the Bank's address specified in the BDS. The Bank will respond in writing to any request for clarification, if such request is received before the deadline for submission of Bids within a period specified in the BDS. The Bank shall forward copies of its response to all Bidders who have acquired the Bidding documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Bank shall also promptly publish its response on the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Bank shall amend the Bidding documents following the procedure under ITB 8.</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, 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.</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. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all</p>



B. Bidding Documents	
	those that received the Bidding Documents from the Bank. Any modification to the Bidding Documents listed in ITB Clause 6.1 , which may become necessary as a result of the pre-bid meeting, shall be made by the Bank by issuing an Addendum under ITB Clause 8 .
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, may amend the Bidding Documents.</p> <p>8.2. Amendments will be provided in the form of an Addendum to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank at the mailing address provided by the Bidder at the time of collection of Bidding Documents. The addendum will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addendum. In case, if no acknowledgement is received, it will be assumed that the Addendum will have been taken into account by the Bidder in its bid.</p> <p>8.3. To provide prospective Bidders reasonable time to take the amendments into account 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	9.1. The bid prepared by the Bidder, as well as 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).
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. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid and Price Schedule under Section V iv. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
11. Bid Prices	<p>11.1. The Contract shall be for the Services, as described in the Appendix A of the contract.</p> <p>11.2. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Bank when executed and shall be deemed covered by other rates and prices in the Activity Schedule.</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 total Bid price submitted by the Bidder. Any new indirect tax</p>



C. Preparation of Bids	
	<p>or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price.</p> <p>11.4. If provided in the Bid Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract.</p>
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder and the payments to be made by the Bank would be in Pak Rupees unless otherwise provided at Special Conditions of Contract.
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 otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.</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"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank ; ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission; iii. be payable promptly upon written demand by the Bank; iv. be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. viii. the successful Bidder's bid security will be released/ returned upon the submission of performance guarantee. <p>14.2. The bid security may be forfeited:</p> <ol style="list-style-type: none"> i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or



C. Preparation of Bids	
	<p>ii. in the case of a successful Bidder, if the Bidder fails to sign the contract under ITB Clause 30 or fails to provide performance Guarantee.</p>
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 shall 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 previously subject to the original deadline will then be subject to the new deadline.</p>



D. Submission of Bids	
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 in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.</p>

E. Bid Opening and Evaluation	
20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
21. The process to Be Confidential	<p>21.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004.</p> <p>21.2. Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.
23. Preliminary Examination	23.1. The Bank will examine the bids to determine whether; <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV and requisite forms and price schedule as mentioned/given in Section-V



E. Bid Opening and Evaluation	
	<p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance base or score base or combination of both methods (as the case may be).</p> <p>25.3. The Financial Bids of the only technically accepted/qualified bids will be accepted and the bid found to be the Most Advantageous shall be accepted.</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 award of contract subject to ITB Clause 21. If any Bidder wishes to bring additional information to the notice of the Bank, it should do so in writing at the address given in BDS.</p>

F. Award of Contract	
27. Award Criteria	<p>27.1. The contract will be awarded to the successful Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>



E: Award of Contract

<p>28. Bank's Right to Reject all the Bids</p>	<p>28.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004,</p>
<p>29. Bank's Right to Vary scope of services at Time of Award</p>	<p>29.1. The Bank reserves the right at the time of contract award to increase or decrease in scope of services without any change in per vehicle cost or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.</p>
<p>30. Notification of Award and Signing of Agreement</p>	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the successful 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 Award will constitute the formation of the Contract.</p> <p>30.3. Upon the successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 32, the Bank will discharge its bid security.</p> <p>30.4. Within twenty one (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Bank. The successful bidder shall sign the Contract on stamp paper after paying stamp duty as per the relevant applicable Stamp Duty Act.</p>
<p>31. Disqualification Prior to Contract Signing</p>	<p>31.1. If all bids are proposed to be rejected the conditions required at Rule 33 of PPR-2004 should be met. However, after issuance of Notification of Award and before entry into force of the procurement contract as per Rule 2 (1)(h) of PPR-2004, 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)(l).</p>
<p>32. Performance Guarantee</p>	<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 successful Bidder shall furnish the performance guarantee for an amount as specified in BDS as per the Performance Guarantee Form provided in the bidding documents or in any other form acceptable to the Bank.</p> <p>32.2. Failure of the successful 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 next Most Advantageous bidder.</p>
<p>33. Advance Payment and Security</p>	<p>33.1. The Bank will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.</p>
<p>34. Grievances Redressal</p>	<p>34.1. As per Rule 48 of PPR-2004, Bank shall constitute a Grievance Redressal Committee (GRC) comprising of an odd</p>



F. Award of Contract

number of the person with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.

34.2. Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to a provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

34.3. Any Bidder feeling aggrieved by any act of the Bank after the submission of his bid may lodge a written complaint concerning his grievances no later than seven of the announcement of the technical evaluation report and five (5) days after the issuance of the final evaluation report.

34.4. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

34.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection to the technical evaluation of the report:

34.6. Provided that the complainant may object to any part of the final evaluation report in the case where a single-stage One-Envelope bidding procedure is adopted.

34.7. The GRC, in both cases, shall investigate and decide upon the complaint within ten (10) days of its receipt.

34.8. Bidder not satisfied with the decision of the GRC may file an Appeal before the Appellate Committee of the Authority in the prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".

34.9. The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect, shall serve notices in writing upon all the parties to Appeal

34.10. The committee shall call the record from the Bank or the GRC as the case may be, and the same shall be provided within the prescribed time.

34.11. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide on the complaint within fifteen (15) days of receipt of the Appeal.

34.12. The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final



F. Award of Contract

35. Overriding Effect of PPR-2004	35.1. Whenever in conflict with these documents, the stipulation of PPR-2004 shall prevail.



G. Bid Data Sheet (BDS)

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

ITB Clause	Description														
1.1	<ul style="list-style-type: none"> ● Procurement Title: Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar ● Reference Number: IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022 ● Procurement Method: National Open Competitive Bidding as per Rule 21 of PPR-2004, <p>Procurement Procedure: Single Stage One Envelope Procedure under Rule 36 (a) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004</p> <ul style="list-style-type: none"> ● Technical and financial proposals/bids will be opened on same day. 														
2.7 & 3.2	<table border="1"> <thead> <tr> <th data-bbox="352 958 395 987">#</th> <th data-bbox="395 958 1396 987">Minimum Eligibility/Qualification Criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 987 395 1055">1.</td> <td data-bbox="395 987 1396 1055">The bidder must be registered with Tax authorities and appear on the active taxpayers list (ATL) of FBR.</td> </tr> <tr> <td data-bbox="352 1055 395 1122">2.</td> <td data-bbox="395 1055 1396 1122">The bidder must be owner of the land or have been authorized legally by the land owner to sub-let the land/parking area.</td> </tr> <tr> <td data-bbox="352 1122 395 1189">3.</td> <td data-bbox="395 1122 1396 1189">The bidder must provide Parking Space within a distance of 200 meters from the office of SBP Banking Services Corporation, Peshawar Office.</td> </tr> <tr> <td data-bbox="352 1189 395 1256">4.</td> <td data-bbox="395 1189 1396 1256">The bidder must have sufficient space for providing parking facility for at least 70 Motor Vehicles (4 Wheel) & 60 Motor Cycles.</td> </tr> <tr> <td data-bbox="352 1256 395 1357">5.</td> <td data-bbox="395 1256 1396 1357">The Bidder should not have history of any termination and/ or blacklisting on account of service related issues and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).</td> </tr> <tr> <td data-bbox="352 1357 395 1422">6.</td> <td data-bbox="395 1357 1396 1422">Submission of Bid Security of Rs. 30,000 in favor BSP BSC Peshawar along with technical bid.</td> </tr> </tbody> </table>	#	Minimum Eligibility/Qualification Criteria	1.	The bidder must be registered with Tax authorities and appear on the active taxpayers list (ATL) of FBR.	2.	The bidder must be owner of the land or have been authorized legally by the land owner to sub-let the land/parking area.	3.	The bidder must provide Parking Space within a distance of 200 meters from the office of SBP Banking Services Corporation, Peshawar Office.	4.	The bidder must have sufficient space for providing parking facility for at least 70 Motor Vehicles (4 Wheel) & 60 Motor Cycles.	5.	The Bidder should not have history of any termination and/ or blacklisting on account of service related issues and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	6.	Submission of Bid Security of Rs. 30,000 in favor BSP BSC Peshawar along with technical bid.
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6.	Submission of Bid Security of Rs. 30,000 in favor BSP BSC Peshawar along with technical bid.														
7.3	<ul style="list-style-type: none"> ● A Pre-Bid meeting will be held on September 21, 2022 at 11:30 am at 2nd Floor GSU, SBP BSC Peshawar situated at Saddar Road Peshawar Cantt. ● Bidders are encouraged to attend the pre-bid meeting. 														
11.4	<ul style="list-style-type: none"> ● The Contract is NOT subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty or change in any applicable laws during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly. 														
13.1	<ul style="list-style-type: none"> ● The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids. 														
14.1	<ul style="list-style-type: none"> ● Bid Security of Rs. 30,000/- in favor of SBP BSC shall be enclosed along with the Technical Bid. 														



ITB Clause	Description
	<ul style="list-style-type: none"> Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a performance guarantee, the validity of the performance guarantee should be 28 days beyond the bid validity period.).
3.1 & 16.1	<ul style="list-style-type: none"> The Original Bid shall comprise of a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL Proposal" and "ORIGINAL FINANCIAL Proposal" in bold letters. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]. The content of the Technical and Financial Proposal is mentioned in BDS. <u>Following should be the contents of the Technical Proposal Envelope:</u> <ol style="list-style-type: none"> Form I of Section III – Authorization Form for Bidder’s Representative Form II of Section III – Technical Bid Submission Form Form III of Section III – Bid Security Form/Performance Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order Form IV of Section III – Technical Compliance Form Form V of Section III – Undertaking All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <u>Following should be the contents of the Financial Proposal Envelope:</u> <ol style="list-style-type: none"> Form-I of Section V – Financial Bid Submission Form Form-II of Section V – Price Schedule <p>Note: Technical and financial proposals/bids will be opened on same day.</p> <ul style="list-style-type: none"> <u>Important Note:</u> <ol style="list-style-type: none"> Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid. All participating bidders are required to submit a scanned copy of the submitted Original Technical Bid Only after the opening of the Financial Bid at pew.gsu@sbp.org.pk
17	<ul style="list-style-type: none"> The Bank’s address for Bid submission is <p style="text-align: center;"> Deputy Chief Manager, SBP Banking Services Corporation, Peshawar Office Saddar Road Peshawar Cantt, Peshawar Tel: 091-9212414 Email: pew.gsu@sbp.org.pk </p>



ITB Clause	Description
	<ul style="list-style-type: none"> • The Bank will publish the Final Bid Evaluation Report on PPRA and SBP websites. • The deadline for submission of bids shall be September 26, 2022 at 03:00 pm (PST).
20	<ul style="list-style-type: none"> • Bids will be opened on September 26, 2022 at 03:30pm(PST). • at the following address: <i>Meeting Room, Mezzanine Floor, SBP BSC Peshawar, Saddar Road Peshawar Cantt.</i>
26.1	<ul style="list-style-type: none"> • Email Address of General Services Unit (GSU) for Queries <pew.gsu@sbp.org.pk>
29.1	<ul style="list-style-type: none"> • Fifteen percent (15%) increase or decrease of inputs or output.
32.1	<ul style="list-style-type: none"> • The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price (in the shape of unconditional Bank Guarantee from a Bank of repute or in another form acceptable to the Bank. The Bank Guarantee/any other acceptable banking instrument must remain valid 28 days beyond the expiry date of the contract.



Section III: Forms for Technical Bid

- 1. Form I - Authorization Form for Bidder's Representative**
- 2. Form II - Technical Bid Submission Form**
- 3. Form III - Bid Security Form/Bank Guarantee**
- 4. Form IV - Technical Compliance Form**
- 5. Form V - Undertaking**



Form-I

(Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

IFB No: IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022

Title: Procurement of Services of a Firm for providing Parking Space Facility for
Employees of SBP BSC Peshawar

Date of this Bid submission: September 26, 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 fulfil all associated formalities of
the subject procurement on our behalf.

Official Seal & Signature of Bidder: _____

Date: _____



(Technical Bid Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

To:

The Deputy Chief Manager
 SBP Banking Services Corporation (Peshawar Office)
 Peshawar

Dear Sir:

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

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

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and may be 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 _____ 20__.

[Seal & signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____



(Bid Security Form/Bank Guarantee)

[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 Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar (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 bank"), are bound unto SBP Banking Services Corporation (SBP BSC) Peshawar Office (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 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 BankBank having to substantiate its demand, provided that in its demand the BankBank 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, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

Signed: _____ [Signature of the Bank]

Dated on day of 20



**Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)**

Sr. #	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in Appendix A "Description of the Services / Terms of Reference.	
2	All the stated Terms and Conditions of the Contract.	

Seal and Signature of Bidder: _____

General Note

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



(Over Stamp Paper of Rs. 100)

Undertaking

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I, Mr./Ms. _____ CNIC No. _____ duly authorized by _____ on behalf of M/s _____ hereby, undertakes as follows

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

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

Seal & Signature of Bidder:	_____
Date:	_____



Section IV: Minimum Eligibility/Qualification Criteria

Sr.	Minimum Eligibility/Qualification Criteria	Means of verification	Bidder's Assessment
1.	The bidders must be registered with Tax authorities and appear on the active taxpayers list (ATL) of FBR.	Copies of Tax Registration Certificate/s along with proof of ATL	
2.	The bidder must be owner of the land or have been authorized legally by the land owner to sub-let the land/parking area.	Proof of agreement/ lease or any other valid proof to rent out the proposed space	
3.	The bidder must provide Parking Space within a distance of 200 meters from the office of SBP Banking Services Corporation, Peshawar Office.	Sufficient documentary proof acceptable to the Bank and to be cross checked by the Evaluation Committee	
4.	The bidder must have sufficient space for providing parking facility for at least 70 Motor Vehicles (4 Wheel) & 60 Motor Cycles.	Undertaking by the Bidder of availability of the sufficient parking space and the same to be cross checked by the Evaluation Committee	
5.	The Bidders should not have history of any termination and/ or blacklisting on account of service related issues and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on Rs. 100 stamp paper covering all points (As per template provided relevant section - Undertaking: duly filed in and signed.)	
6.	Submission of Bid Security of Rs. 30,000 in favor SBP BSC Peshawar along with technical bid.	As per Para 14 of Instructions to Bidders	

Seal and Signature of Bidder: _____



Section V: Forms for Financial Bid

- 1. Form I - Financial Bid Submission Form**
- 2. Form II - Price Schedule**



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

Date: _____

To:

Deputy Chief Manager,
SBP Banking Services Corporation (Peshawar Office)
Peshawar.

Dear Sir:

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

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

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

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

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

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

Dated this _____ day of _____ 2022__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Price Schedule
(ON SERVICE PROVIDER'S LETTERHEAD)

Name of Bidder: _____
Reference Number: IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022

#	Description	Quantity/No. of Vehicles (Q)	Parking Charges per Unit Vehicle (Rs.) (P)	Parking Charges per month (Rs) (A=Q*P)	Applicable Taxes/ Month (Rs) (B)	Total Charges/month (Rs) C=A+B	Total Annual Cost (Rs) D=C*12
1	Motor vehicle (4 wheel)	70					
2	Motor Cycle/Scooter	60					
Total bid amount (Rs.)							

Total Bid Amount is for complete scope of services mentioned in Appendix A of this Bidding Document

Note

- Bidder shall fulfill all prevailing & applicable laws of Pakistan necessary for execution of these services.
- The quoted rates stated by the Bidders must include all of their charges, expenses, taxes overheads etc. whatsoever.
- Bidder having lowest quoted cost will be considered as most advantageous.

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 Successful Bidder)

CONTRACT FOR SERVICES

Lump-Sum

***Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP
BSC Peshawar office***

Between

(SBP BSC Peshawar)

and

(Name of the Service Provider)

DD-MM-YYYY



Form of Contract

THIS CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2022, between, SBP Banking Services Corporation Peshawar Office, (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 in this behalf, of the First Part

AND

M/s _____, 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 in this behalf of the other Part

BANK

WHEREAS,

- a) the Bank has requested the Service Provider to provide certain Services as defined in the **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, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** 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;
- b) The Special Conditions of Contract;
- c) The following Appendices:
 - Appendix A: Description of the Services & Terms of Reference
 - Appendix B: Services and Facilities Provided by the Bank
 - Appendix C: Focal Persons
 - Appendix D— Breakdown of the Contract Price
 - Appendix E— Schedule of Payments
 - Appendix F— Service Provider's Bid
 - Appendix G— Notification of Award
 - Appendix H — Letter of Acceptance
 - Appendix I— Performance Guarantee
 - Appendix J— Integrity Pact

2. The mutual rights and obligations of the Bank and the Service Provider shall be as outlined in the Contract, in particular:

- a) 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
- b) The Bank shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.



3. The Service provider shall provide the Services during the period commencing dd-mm-yyyy and continuing through dd-mm-yyyy 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 Bank	For and on behalf of the Service Provider
<p style="text-align: center;"><i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i></p>	<p style="text-align: center;"><i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i></p>
Witness 1	Witness 1
<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>	<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>
Witness 2	Witness 2
<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>	<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>



A. General Conditions of Contract (GCC)

1. General Provisions

1.1. Definitions

1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
- b) **"Bank"** means SBP Banking Services Corporation, Peshawar Office that signs the Contract for the Services with the selected Service Provider.
- c) **"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.
- d) **"Completion Date"** means the date of completion of the Services by the Service Provider as certified by the Bank
- e) **"Description of Services"** means the description of the services included in the Bidding Documents submitted by the Service Provider to the Bank.
- f) **"Day"** means a Gregorian calendar day unless indicated otherwise.
- g) **"GCC"** means these General Conditions of Contract;
- h) **"Government"** means the Government of the Islamic Republic of Pakistan ;
- i) **"Party"** means the Bank or the Service Provider, as the case may be, and "Parties" means both of them;
- j) **"Service Provider's Bid"** means the completed Bidding Documents submitted by the Service Provider to the Bank
- k) **"Service Provider"** means M/s (Name of the Successful Service Provider) registered under Relevant Act/Regulation/Ordinance etc. **"Services"** means the work to be performed by the Service Provider under this Contract, as described in **Appendix A** hereto.
- l) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented;



1.2. Applicable Law

1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.

1.3. Language

1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

1. General Provisions	
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Bank may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Inspection and Audit by the Bank	1.7.1. The Service Provider shall upon reasonable notice by the Bank allow the Bank's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Bank if so required by the Bank.
1.8. Taxes, Duties and other applicable laws.	<p>1.8.1. The Bank is authorized to withhold any tax from payment to the service provider and to deposit the same into the Governmental Treasury. The service provider shall also ensure compliance with local laws and applicable regulations.</p> <p>1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.</p>



2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC.
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. 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 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ol style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Bank.</p>
2.6. Termination	<p>2.6.1. By the Bank 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 2.6.1 and sixty (60) days in the case of the event referred to in (g):</p>



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

- 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; or
- d) 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 3.12**
- f) 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 3.11.1** and the **SCC**;
- g) if the Bank, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Bank, such notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2**:

- a) If the Bank fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to **Clause 7** within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

2.6.3. Payment upon Termination

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

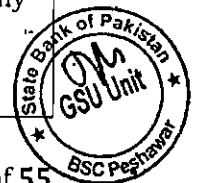
- a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service Provider before the effective date of termination;
- b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of **Clause 2.6.1**, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.



3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Bank legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Bank.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Bank in Pakistan;</p> <p>3.1.5. 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.</p> <p>3.1.6. 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 which is not prejudicial to the interest and business of the Bank.</p>
3.2. Indemnity	<p>3.2.1. The service provider agrees to indemnify the Bank and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract., The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u> The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and their affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>3.3.3. <u>Prohibition of Conflicting Activities</u></p>



3. Obligations of the Service Provider	
	<p>Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> a) 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; b) during the term of this Contract, neither the Service Provider nor their Affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	<p>3.4.1. The Service provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employee(s) shall keep and maintain all information and documents relating to this contract in strict confidentiality.</p> <p>3.4.2. The Service Providers and its affiliates during the term or within two (2) years after the expiry of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the Bank's business or operations without the prior written consent of the Bank.</p>
3.5. Contractual Liability Insurance to be taken out by the Service Providers	<p>3.5.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud 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. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas the Bank will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify the Bank within 45 days after receiving all the required supporting documents to support the claim 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. In case the Bank fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p>3.5.2. The Service Provider at the Bank's request 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>
3.6. Service Providers' Actions Requiring Bank's Prior Approval	<p>3.6.1. 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"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.



3. Obligations of the Service Provider	
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the 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>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the 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>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>3.8.2. The Service Provider will ensure that all the applicable regulatory requirements are fully met and accordingly indemnify the Bank against any claims with regards to the above.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure compliance with the Applicable Law.</p>
3.9. Reporting Obligations	<p>3.9.1. The Service Provider shall submit to the Bank the reports and documents specified in Appendix A (if any) as and when required by the Bank.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Bank	<p>3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Bank, and the Service Provider shall, upon request from the Bank during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the 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>
3.11. Liquidated Damages	<p>3.11.1. Payments of Liquidated Damages 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</p>



3. Obligations of the Service Provider	
	<p>payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>3.11.2. Correction for Over-payment 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>3.11.3. Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Bank's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 7.2.</p>
3.12. Performance Guarantee	<p>3.12.1. The Service Provider shall provide the Performance Guarantee to the Bank no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a 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. The Performance Guarantee shall be denominated in the currency of the Contract acceptable to the Bank and shall be an unconditional bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Islamic Republic of Pakistan, or another form acceptable to the Bank</p>

4. Service Provider's Team	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described in Appendix A.

5. Obligations of the Bank	
5.1. Provide information about the code of conduct	5.1.1. The Bank shall provide the Service Provider with 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.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the Applicable Law concerning taxes, 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 6.2 , as the case may be.
5.3. Services and Facilities	5.3.1. The Bank shall make available to the Service Provider the Services and Facilities listed under Appendix B.



6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contract Price Ceiling	6.2.1. The price/rates payable are set forth in the SCC.
6.3. Terms and Conditions of Payment	6.3.1. Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee/or any other form acceptable to the bank for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Bank specifying the amount due.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards.
7.2. Improvement in Service Delivery, and Penalty for Lack of Performance	<p>7.2.1. The Bank shall give notice to 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 Deficiency remains to be corrected.</p> <p>7.2.2. Every time notice 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.</p> <p>7.2.3. 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 Penalty for Lack of Performance calculated as described in Clause 3.11</p>

8. Corrupt and Fraudulent Practices

8. Corrupt and Fraudulent Practices	
8.1. Corrupt & Fraudulent Practices	<p>8.1.1. 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> <ul style="list-style-type: none"> i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including,- ii. <i>"coercive practices"</i> means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;



8. Corrupt and Fraudulent Practices	
	<p>iii. <i>"collusive practices"</i> means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</p> <p>iv. <i>"corrupt practices"</i> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>v. <i>"fraudulent practices"</i> means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. <i>"obstructive practices"</i> means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"</p>
8.2. Penalties	<p>8.2.1. 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>8.2.2. 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>8.2.3. 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>
8.3. Mechanism Blacklisting and cross-debarring	<p>8.3.1. The Bank shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder who either:</p> <p>(i) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; or</p> <p>(ii) Fails to perform his contractual obligations; or</p> <p>(iii) Fails to abide by the bid securing declaration;</p>



B. 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.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Bank is <i>SBP BSC Peshawar</i>
1.1.1(c)	The Service Provider is [<i>insert name</i>]
1.1.1(e)	<p>The Title & Reference of the procurement is;</p> <p align="center"><i>Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar</i></p> <p align="center"><i>IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022</i></p>
1.4	<p>The addresses are:</p> <p>Bank:</p> <p align="center">Chief Manager, SBP Banking Services Corporation Peshawar Office Tel: 091-9212414 Email: pew.gsu@sbp.org.pk</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Bank (Nominee of the Bank)</p> <p>○ Name: _____</p> <p>○ Designation: _____</p> <p>For the Service Provider (Nominee of the Service Provider)</p> <p>○ Name: _____</p> <p>○ Designation: _____</p>
2.2	The Starting Date for the commencement of Services is dd-mm-yyyy.
2.3	<p>The Intended Completion Date is dd-mm-yyyy.</p> <p>The initial duration of the contract shall be one year. However, the Bank may extend the contract for two more years (on yearly basis) on same rates, terms and conditions.</p>
3.4	The Service provider while rendering the required services shall not release any information acquired from SBP Banking Services Corporation, Peshawar Office due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and/or confidential documents provided by the Bank shall not be taken out of the assigned workspace.
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A.
3.10	Not Applicable



3.11	Bank can impose liquidated damages @ Rs. 1,000/- per instance in case of non-compliance of any requirement defined in Appendix A of contract agreement. Decision of the Bank for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 20,000/-. Once the maximum amount is reached, the Bank may consider termination of the contract.
3.12	The amount of performance security is 5% of the total contract amount, which should remain valid 28 days beyond the expiry date of the contract.
5.2	Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
6.2	The amount is [insert amount in PKR].
6.3	Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by Concerned Designated Bank's Official/s on a monthly basis.



Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services & Terms of Reference
- **Appendix B**— Services and Facilities Provided by the Bank
- **Appendix C**— Focal Persons
- **Appendix D**— Breakdown of the Contract Price
- **Appendix E** — Schedule of Payments
- **Appendix F**— Service Provider's Bid
- **Appendix G**—Notification of Award
- **Appendix H** —Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact



Appendix A

Description of the Services, and Terms of Reference

1. The / service provider must provide parking space / facilities to the employees of SBP BSC Peshawar for 24/7 i-e 24 hours of each day and 7 days a week without any interruption on what so ever grounds.
2. The service provider shall provide the required Space / facilities for parking of 70 Motor vehicles (four wheel) and 60 Motor Cycles in a specific area allocated to SBP BSC Peshawar employees. The space should be properly demarked on chart / map and suitably marked for exclusive parking of vehicles / motorcycles of employees.
3. The Service Provider shall comply with all laws of the land, necessary or relevant for performance of the contract.
4. The / service provider should provide the parking space/facilities within 07 days or earlier after signing of the contract/notification of award. If there is any interruption in services or the service provider does not provide services for specific period of time during the contract period for whatever reason, deduction will be made from the monthly bill on a pro-rata basis.
5. The / service provider should deploy a suitable number of his own paid staff, who will be responsible to guide the Banks' employees for parking.
6. The / service provider will also deploy a suitable number of his own paid security staff for security of the parked vehicles.
7. The / service provider shall make arrangements to prevent parking of vehicles in SBP BSC Peshawar specified areas by other cars/motorcycles.
8. The / service provider will take care of the safety of the parked vehicles / motorcycles. In case of any damage / theft / breakage of parts etc. to any vehicle / motorcycle, the Contractor / service provider shall be responsible to make the same good as per actual loss without any recourse. Further, despite expiry of the contract period if there is any claim of damage / theft etc. the contractor is liable to make the same good without any plea of expiry of contract. If the contractor fails to compensate the loss, the Bank reserves the right to deduct the cost of actual loss from the amount/s payable to the contractor and forfeit the Performance Security and consider termination of the contract/blacklisting.
9. At its sole discretion, the Bank may deploy its own staff at the parking space / area for facilitation. However, in no case it will discharge the Contractor/Service Provider of its responsibilities.
10. The / service provider shall make suitable lighting arrangement and CCTV coverage and uninterrupted electric power supply at the parking area so that the SBP Employees may utilize the parking facilities conveniently.
11. The / Service provider shall make suitable arrangements at the parking area to prevent entry of unauthorized persons/ potential criminals.



12. The / service provider will coordinate with designated officials of the Internal Bank Security Department in case of any emergency and / or parking related issue.
13. The / service provider shall ensure ample pedestrian sidewalk for exit of the employees after parking their vehicles.
14. The / service provider shall arrange leveling/ hard standing of ground, cleaning and sprinkling of water on all working days in the parking area to prevent dust.
15. The space should have an adequate and properly installed drainage system.
16. The contract amount / lump sum remuneration will remain same and payable by the Bank on monthly basis provided:
 - i. Total No. motor vehicles (4 wheels) and Motorcycles / Scooters are regularly provided sufficiently earmarked space for parking.
 - ii. Motor vehicles and motorcycles / scooters in use of all of following categories of persons is ensured / managed on the same place:
 - a) Ex-Employees / dependents of retired employees of SBP BSC Peshawar
 - b) Staff engaged on the basis of daily wages by SBP BSC Peshawar
 - c) Official visitors of SBP BSC Peshawar
 - d) Any other category to be specified by the Bank.
17. The service provider will be responsible for resolving any dispute that may arise amongst the parties utilizing the subject parking area.
18. Parking area must be situated at a maximum distance of 200 meters.
19. The facility must have a shelter to safeguard SBP BSC Peshawar employee's vehicles from all sorts of rough weather.
20. The facility must have computerized generated entry passes to avoid unauthorized exit of the vehicles
21. The contractor shall be responsible for obtaining all Government permits and license that may be needed for performing the services contemplated under this agreement.
22. All applicable taxes shall be deducted from the monthly bill of the contractor.
23. The Bank reserves the right to terminate the contract/agreement upon 30 days' notice in writing or till any suitable alternate arrangement is made by the Bank, whichever is earlier. The Bank shall however have the right to terminate the contract forthwith without any compensation if the contractor fails to provide the service to the utmost satisfaction of the bank or commits any other breach of its obligation under the agreement.
24. In case of any default or unsatisfactory work which is not in strict compliance of the terms and conditions of the agreement, a notice shall be served as a warning to the contractor as calling him to redress, improve the standard and make good of any lapses if so occurred, within a specified period of time as set by the Bank, failing which the contract shall stand annulled and terminated with costs and consequences on the part of the contractor.



Appendix B

(Services and Facilities Provided by the Bank)
Not Applicable



Appendix C

(Focal Persons)

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.			
2.			
3.			



Appendix D

**(Breakdown of Contract Price)
To be added at the time of contract**



Appendix E

(Schedule of Payments)

Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by Concerned Designated Bank's Official/s on a monthly basis.



Appendix E

(Service Provider's Bid)



(Notification of Award)



(Letter of Acceptance)



Over Stamp Paper

(Performance Guarantee)

To:

Deputy Chief Manager,
SBP Banking Services Corporation (Peshawar Office),
Peshawar

WHEREAS **Name of Successful Bidder** (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract IFB No. **GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022** to "Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar" (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 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]**, and 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 _____20_.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]



Appendix

(INTEGRITY PACT)

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

Contract Title: *Procurement of Services of a Firm for providing Parking Space Facility for Employees of SBP BSC Peshawar*

Contract No. *IFB No. GSU (Proc. Unit) /Parking Facility- SBP BSC PWR/52695/2022*

Contract Value: _____

Name of Successful Bidder hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from Bank or any administrative subdivision or agency thereof or any other entity owned or controlled by Bank through any corrupt or fraudulent business practice.

Without limiting the generality of the foregoing, **Name of Successful Bidder** 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, Organizations, 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 Bank, except that which has been expressly declared pursuant hereto.

Name of Successful Bidder 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 Bank and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

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

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

*****End of Document*****

