

TWO VOLUMES

Volume-I: Instructions to Bidders &

Conditions of Contract

Volume-II: Financial Bid



**STATE BANK OF PAKISTAN  
SBP BANKING SERVICES CORPORATION (BANK)  
ENGINEERING DEPARTMENT  
HEAD OFFICE KARACHI**

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**SUPPLY OF AIR CONDITIONERS AT ENGINEERING STORE, SBP HEAD  
OFFICE KARACHI**

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**VOLUME – 1**

Instructions to Bidders & Terms and Conditions  
Bid Evaluation Criteria  
Technical Specifications

October 22





**SBP BANKING SERVICES CORPORATION**  
**Engineering Department**  
**Head Office Karachi**

No. ED/Proc-HOK/ 055045 /2022

**INVITATION TO BIDS**

1. State Bank of Pakistan Banking Services Corporation (SBP-BSC) invites sealed bids from the contractors / firms, registered with Income Tax and Sales Tax Department and who are on Active Taxpayers List of the Federal Board of Revenue for procurement as below:

S. No.	Tender No.	Description of Projects	Date & Time of Bid Submission	Date & Time of Technical Bid opening	Address of Documents Issuance	Address of Documents Submission
1.	74	Supply of Cleansing Material at Engineering Store, SBP Head Office Karachi	26-Oct-22 Till 02:30PM	26-Oct-22 Till 03:00PM	Executive Engineer (Procurement), 1 <sup>st</sup> Floor, SBP Bolton Market Building, M.A. Jinnah Road, Karachi (Ph # 021-3245- 4168/05/71)	Office of PA to Director Engineering, 1 <sup>st</sup> Floor, SBP Bolton Market Building, M.A. Jinnah Road, Karachi (Ph # 021-3245-4105/71)
2.	75	Replacement of Condenser Coils of Chiller # 1 & 2 of BSC House Plant, SBP Head Office Karachi		26-Oct-22 Till 03:05PM		
3.	76	Supply of 2TR Capacity Wall Mounted Fan Coil Units (FCU) for Main Bank, BSC House and LRC Buildings, SBP Head Office Karachi		26-Oct-22 Till 03:10PM		
4.	77	Supply of PABX (HIPATH 4000) Supported Telephone Sets at Engineering Store, SBP Head Office Karachi		26-Oct-22 Till 03:15PM		
5.	78	Supply of Essential Spare Parts of 06 Nos. Passenger Lifts installed at Main Bank Building SBP Head Office Karachi	02-Nov-22 Till 02:30PM	02-Nov-22 Till 03:00PM		
6.	79	Supply of Essential Spare Parts of 02 Nos. Mitsubishi Lifts installed at LRC & BSC Buildings SBP Head Office Karachi		02-Nov-22 Till 03:05PM		
7.	80	Construction of Office Space for Digital Financial Services Group at 2nd Floor LRC Building, SBP Head Office Karachi		02-Nov-22 Till 03:10PM		
8.	98	Supply of Air conditioners at Engineering Store, SBP Head Office Karachi		02-Nov-22 Till 03:15PM		

2. Bidding documents, containing detailed terms and conditions, etc. are available at the issuing address specified in the above table. Price of the bidding documents is Rs.1,000/- (Non-Refundable) for each work. The firms are required to submit their application on letter head for issuance of bidding documents along with Cash or Pay order drawn in favor of SBP-BSC as bidding documents fee. Bidding documents can also be download from SBP website at [www.sbp.org.pk](http://www.sbp.org.pk) free of cost and submit the bids on the said bidding documents in hard form in accordance with tender requirements. In case of any discrepancy/conflict between submitted document and provision of this document on procuring agency website, the later shall prevail.
3. The bidders are requested to bid for each project separately as per its requirements and schedule. Each bid will be evaluated and awarded separately.
4. The bids, prepared in accordance with the instructions in the bidding documents, must reach at the specified address mentioned in the above table and will be opened as per above schedule. In case bid opening date is falling on a public holiday, the bid will be opened on next working day at the same time and venue. This advertisement is also available on PPRA and SBP websites at [www.ppra.org.pk](http://www.ppra.org.pk) and [www.sbp.org.pk](http://www.sbp.org.pk) respectively.

Sd/-

Director Engineering



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## **INSTRUCTIONS TO BIDDERS & TERMS AND CONDITIONS**

The State Bank of Pakistan Banking Services Corporation (hereinafter called “the Employer / Bank”) wishes to receive Bids as per invitation to bids (hereinafter referred to as “the goods / works”). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

- |                                       |  |
|---------------------------------------|--|
| <b>1. TYPE OF CONTRACT:</b>           | <b>Item Rate on re-measured basis</b>    |
| <b>2. BID SUBMISSION SCHEDULE:</b>    | <b>As mentioned in Invitation to Bid</b> |
| <b>3. BID OPENING VENUE/SCHEDULE:</b> | <b>As mentioned in Invitation to Bid</b> |

**4. BIDDING PROCEDURE:**

- 4.1 Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, Rule-36(b) i.e., Single stage – two envelope procedure. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal. Technical Proposal will comprise of Documentary evidence in compliance of qualification criteria, Bidding Documents Volume-I (in original) duly signed and stamped on each page/sheet and Bid Security in original. The Financial Proposal will comprise of Bidding Documents Volume-II in original, duly signed and stamped on each page/sheet.
- 4.2 The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened.
- 4.3 The Employer will evaluate the technical proposal in a manner prescribed in evaluation criteria, without reference to the price and reject any proposal which does not conform to the specified requirements. The Financial envelope of qualified bidders would be opened. The Bid security would be placed with TECHNICAL PROPOSAL. The Employer will award the Contract to the bidder whose bid has been found most advantageous bid i.e., the bid that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the Bidding Document with lowest evaluated bid price.

**5. BID SECURITY:**

- 5.1 Each bidder shall furnish, as part of his bid in Technical Envelope, a Bid Security of fixed amount of Rs.90,000/- in the shape of Pay Order / Demand Draft / Deposit at call in favor of SBP-Banking Services Corporation. This shall be returned to the un-successful bidders after signing of the Contract with the successful bidder. The Bid Security in original is required to be submitted with Technical Proposal.
- 5.2 In case the successful bidder refuses to take up the works, its Bid Security without prejudice to any other remedy available in the tender documents shall be forfeited and works may be awarded to second most advantageous bid. The decision of the Head/ Director Engineering shall be final & binding in this regard.

**6. PERFORMANCE GUARANTEE:**

5% of the Contract Price state in the Letter of Acceptance / Award in the form of Pay Order / Demand Draft in favour of SBP-Banking Services Corporation.

- a. The Performance Guarantee would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period (360 days from issuance of Completion Certificate).
- b. In case, the cost of the Works is less than four million, the Bid Security of the successful bidder shall be retained as Performance Guarantee.
- c. Notwithstanding anything contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Contractor / Supplier fails to perform its obligations under the Contract.

**7. REJECTION OF BIDS:**

Bank/Employer reserves the right to reject any or all of the bids as per PPRA rules.



- 8. COMPLETION / DELIVERY TIME:** 120 Days
- 9. DEFECTS LIABILITY PERIOD / WARRANTY PERIOD:** 360 Days (360 days from issuance of Completion Certificate)
- 01 Year Warranty for Parts
  - 03 Years warranty for Compressor
- 10. WORKING HOURS/ TIMES:**
- The contractor shall have to supply the goods during the working hours at Engineering Store, Main Bank's Building Complex, I.I Chundrigar Road Karachi.
- 11. VALIDITY OF BIDS FROM THE OPENING DATE:** 180 Days
- 12. MODE OF PAYMENT:**
- 12.1. If satisfactory complete delivery is done, the following payment terms will apply;
- 90% on satisfactory complete delivery of the material at site
  - 5% Retention payable 30 days after expiry of Defects Liability Period (DLP) (360 days from issuance of Completion Certificate).
  - 5% Retention payable 30 days after expiry of Warranty Period of Compressor (03 Years from issuance of Completion Certificate).
- 13.** If the bidders have any queries regarding any item of goods /works in the Bill of Quantities (BOQ), the same shall be communicated to the Bank/Employer at least 05 days prior to the date fixed for submission & opening of the Bids. The response to such queries shall be communicated to all the firms who have taken the documents at their given addresses.
- 14.** No alternate proposal(s) shall be entertained. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive.
- 15.** Bids shall be opened on the date, time and venue as mentioned above in the presence of bidders or their authorized representatives who may like to be present.
- 16.** Bids will be checked by the Bank/Employer for any arithmetic errors. Where there will be a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. The amount stated in the Bid will be adjusted by the Employer accordingly and 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 shall be forfeited.
- 17.** Bank/Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question like pooling, or giving bribery/ prizes or any sum of money etc. to the persons responsible or engaged in procurement or to other prospective bidders; or the Employer will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract within its jurisdiction if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 18. ANNOUNCEMENT OF RESULTS AND CONTACTING SBP BSC:**
- 18.1 Technical Evaluation Report would be posted for ten days on SBP's website and on Notice Board at its office
- 18.2 Financial / Final Evaluation Report would be posted for fifteen days on PPRA and SBP websites and on Notice Board of office.
- 18.3 Any effort by a bidder to influence SBP BSC in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid and lead to blacklisting as per Rule 19 of PPR-2004. Whereas, any bidder feeling aggrieved by any act of SBP BSC may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.
- 19. Sub-Contracting** is not allowed under any circumstances.
- 20. Price Adjustment:**
- No **Price Adjustment** shall be made for any variation in the market prices, taxes/ duties or change in wages or the Law.



21. No **advance payment** shall be made by the Bank to the Contractor.
22. In case the quality of works is found unsatisfactory, the contractor will have to re-do the same without any additional cost to the Bank/Employer and the Defects Liability Period shall be considered starting from the completion date of the repeated treatment.
23. The Contractor shall be responsible for any loss or damage to the employer property, data, or persons etc. during or due to the operations carried out by the Contractor under this Contract.
24. Bank/Employer reserves the right to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, data, or persons of the Employer due to the Contractor or his worker's negligence.
25. In context of this contract, the Contractor shall indemnify the Bank regarding all claims of compensations, claims, taxes, duties etc. in whatsoever form from any labour organization, government department, regulatory authority, court of law, or any other authority at any time during the execution of the Contract or after the execution of the Contract.
26. The Contractor and his staff, assigns or suppliers etc. shall have to strictly follow the rules & regulations of the Internal Bank Security Department.
27. The Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Bank/Employer other than to perform this Contract, and shall impose the same obligations on its Employees.
28. Contractor shall be responsible for the safe and sound delivery of the goods along with the necessary parts etc. at Engineering Store within the stipulated time period to complete the Works.
29. Prices should include all the costs occurred till the safe and sound delivery of the goods / equipment including transportation, cartage etc.
30. The Contractor shall have to make all necessary safety arrangements for the safety of his employees, Bank/Employer staff and property. In case of any damage to the Bank/Employer property or persons, the Contractor will be fully responsible and shall have to make good all such damages. The Contractor shall be fully responsible for adequate insurance cover for his employees, tools & plan and 3<sup>rd</sup> party losses etc.
31. The Contractor's staff shall not be allowed to take up the works without adequate personal protective equipment (PPEs).
32. The Quantity of the goods / works can be increased / decreased as per the Bank/Employer Requirement.
33. Applicable taxes / levies etc. shall be deducted at source from the contractor's payable amounts at the prevailing government rates at the time of payment.
34. The Contractor shall have to get approval of samples for all materials, fixtures, methodology etc. as directed by the Bank/Employer before execution from the Engineer in-charge.
35. Documents submitted by bidder shall be treated as confidential and will not be returned.
36. **WARRANTY:**
  - 36.1 The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
  - 36.2 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.
37. **FORCE MAJEURE:**
  - 38.1 For purposes of this Contract, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure,



including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, accident, restraint of government, governmental acts, injunctions and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Contract.

38.2 A Party shall not be deemed in default of this Contract, nor shall it hold the other Party responsible for, any delay in the performance of its obligations (excluding payment obligations), provided the party relying upon this provision

- i. Gives written notice thereof, and
- ii. Takes all steps necessary to mitigate the effects of the force majeure event.

In case if either party is unable to perform their obligations, the Contract shall be terminated in accordance with clause 40.

**38. INDEPENDENT CONTRACTOR STATUS:**

The Contractor including all his employees, sub-contractors, associates, assigns or his legal heirs shall at all times function and be regarded as independent Contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

**39. LAWS GOVERNING CONTRACT AND LANGUAGE:**

The Contract shall be governed by the laws of Islamic Republic of Pakistan and the language of the Contract shall be English / Urdu.

**40. TERMINATION:**

41.1 The Employer without prejudice to any other remedy for breach of Contract may terminate this Contract by written notice of default:

- a. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within seven (07) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- b. If the Contractor becomes insolvent or bankrupt.
- c. If the Contractor, in the judgment of the Employer with relevant evidence (to be shared in advance with the Contractor), has engaged in corrupt, or fraudulent practices under the law of Pakistan in executing the Contract.
- d. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- e. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- f. If the Contractor fails to comply with any final decision reached as a result of proceedings pursuant to Clause 42 hereof.

41.2 The Contractor may terminate the Contract by giving sixty (60) days to the Employer if Employer fails to make payments to the Contractor in accordance with the Contract in reasonable time.

**41. PENALTIES:**

42.1 Delivery of the goods and performance of services shall be made by the Contractor in accordance with the time schedule prescribed in the Contract.

42.2 If the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the Contract, the Employer shall, without prejudice to other remedies

under the Contract, deduct from the Contract Price, as liquidated damages, a sum @ 0.1% of total work done/ day to a maximum of 10% until actual delivery or performance.

**42. DISPUTE RESOLUTION:**

43.1 If any dispute arises between the parties (Contractor & the Bank/Employer), the matter shall be referred to the Director Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.

43.2 In case the Contractor believes that the decision of the Director/Head Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director/Head Engineering. If no notice is given within this time, the decision of Director/Head Engineering shall be final and binding upon the Parties.

43.3 In case a dissatisfaction notice is given by the Contractor, the matter may be referred to arbitration under the Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Arbitration Proceedings shall be held at the place mentioned in the Contract Data

**44 PROCESS TO BE CONFIDENTIAL:**

44.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by Employer to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.

44.2 The Contractor / Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Employer's prior written consent.

44.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder/ contractor, Employer may reject its bid and/or terminate the contract.

44.4 Whereas, any bidder feeling aggrieved by any act of SBP BSC may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004 at below address:

**Address of Grievances Committee:**

Chairman Grievances Committee,  
Office of the Director Human Resource Management Department  
1st Floor, BSC House State Bank of Pakistan Main Building Complex,  
I.I.Chundrigar Road, Karachi

**45 SIGNING OF CONTRACT AGREEMENT:**

The successful bidder will prepare Contract in the Form of Contract provided in the Bidding Documents, incorporating all agreements between the parties. All cost in this regard including stamp duty shall be borne by the Contractor.

**46 CODE OF CONDUCT:**

46.1 It is the Employer's policy that Contractors to observe the highest standards of ethics during the procurement and execution of contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:

“blacklisted” means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-

- i. “coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the



actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

- ii. “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- iii. “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. “fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;

- 46.2 Under Rule-19 of PPR-2004, “The Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly.

However such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.

- 46.3 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 46.4 Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 46.5 Employer’s policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 46.6 Without limitation on the generality of the foregoing, Contractors 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:
- a) A Contractor that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, Contractor hired to provide 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.

- b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
- c) A Contractor (including its Personnel and Sub-Contractor(s) 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 (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) 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 of the Employer.
- d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Contractor as part of bid.

**47      OVERRIDING EFFECT OF PPR-2004:**

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

**48      SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications, plans, or other contract documents as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best generally accepted practice is to be used. All interpretations of the specifications will be made by the Engineer on this basis.

**49      ONE BID PER BIDDER:**

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.



## **QUALIFICATION CRITERIA**

### **1. Qualification Criteria:**

Qualification will be based on all the criteria given below. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed. The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect. Evaluation criteria is mentioned as under:

<b>Sr. No.</b>	<b>Description</b>	<b>Annexure / Page No. of attached Document</b>
<b>1.</b>	<b>Unconditional Bid</b> Bid is un-conditional, conditional bids shall be rejected	
<b>2.</b>	<b>Bid Security</b> Bid Security is required as per clause IB-5. Bid Security in Original is to be attached with Technical Proposal.	
<b>3.</b>	<b>Company Registration</b> Documentary evidence of registration of company/ firm showing the status i.e. (i) Individual/ Sole Proprietorship, (ii) Joint venture/ Associated of Persons, (iii) Pvt. Limited. Complete Profile of the Company with Contact Details including address, Landline, Mobile, Fax numbers and Email address.	
<b>4.</b>	<b>Name in Schedule-IV NACTA Pakistan</b> Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV ( <a href="https://nacta.gov.pk/proscribed-persons-2/">https://nacta.gov.pk/proscribed-persons-2/</a> ) and list of organizations / Splinter Outfits <a href="https://nacta.gov.pk/proscribed-organizations/">https://nacta.gov.pk/proscribed-organizations/</a> notified by National Counter Terrorism Authority NACTA Pakistan	
<b>5.</b>	<b>Income Tax and General Sales Tax</b> Bidder must be registered with FBR in Income Tax and General Sales Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List (NTN & GST).	
<b>6.</b>	<b>Affidavit</b> Affidavit on non-judicial stamp paper of not being blacklisted, declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with SBP BSC in past.	
<b>7.</b>	<b>Experience</b> At least two works executed pertaining to supply of Split Air-Conditioners or Fan Coil Units (or both) during last 05 years. Each work of value Rs,2.0 Million or above, the bidder shall submit work order/ completion certificates with the bid. (Copies of work orders/ completion certificates/ contract agreements or equivalent documents).	
<b>8.</b>	<b>Financial Capability/Liquid Assets</b> Available Financial Capability/Liquid Assets of Rs.800,000/- or above. Bank statement be submitted as evidence showing required balance at any one instant in the statement of last three months or available Bank Credit Line facility during same period.	
<b>9.</b>	<b>OEM / OEM authorized Distributor / Agent</b> The bidder shall be Original Equipment Manufacturer (OEM)/ OEM authorized distributor/dealer of the quoted brand of split AC / Fan Coil Unit for the current year. The bidder shall provide documentary evidence either establishing above-mentioned relationship with OEM or of itself being OEM.	
<b>10.</b>	<b>Specifications (Technical Literature and compliance with BOQ)</b> The offered equipment must technically comply with the specification listed in Annexure- A of the Bid. The bidder shall submit <u>technical brochure(s) / specifications sheet</u> of the offered brand/ company.	

**TECHINICAL SPECIFICATIONS / REQUIREMENTS**

<b>02-TR CONVENTIONAL TYPE WALL MOUNTED SPLIT AC UNIT</b>				
<b>Sr No</b>	<b>Description</b>	<b>Unit</b>	<b>Requirement</b>	<b>Remarks</b>
1.	Offered Brand Name	-	-	
2.	Model No.	-	-	
3.	Capacity	BTU/hr	02 TR – 24,000 BTU/hr	
4.	Energy Efficiency Ratio	W/W	2.7 W/W or above	
5.	Minimum Warranty for Compressor	Years	03	
6.	Minimum Warranty for Parts	Year	01	
7.	Indoor Type	-	Plastic body (Decorative Type)	
8.	Auto Restart Function	-	Required	

<b>04- TR FLOOR STANDING CONVENTIONAL TYPE SPLIT AC UNIT</b>				
<b>Sr No</b>	<b>Description</b>	<b>Unit</b>	<b>Requirement</b>	<b>Remarks</b>
1.	Offered Brand Name	-	-	
2.	Model No.	-	-	
3.	Capacity	BTU/hr	04 TR – 48,000 BTU/hr	
4.	Energy Efficiency Ratio	W/W	2.7 W/W or above	
5.	Minimum Warranty for Compressor	Years	03	
6.	Minimum Warranty for Parts	Year	01	
7.	Indoor Type	-	Plastic body (Decorative Type)	
8.	Auto Restart Function	-	Required	

<b>04- TR CEILING CONCEALED DUCTED CONVENTIONAL TYPE SPLIT AC UNIT</b>				
<b>Sr No</b>	<b>Description</b>	<b>Unit</b>	<b>Requirement</b>	<b>Remarks</b>
1.	Offered Brand Name	-	-	
2.	Model No.	-	-	
3.	Capacity	BTU/hr	04 TR – 48,000 BTU/hr	
4.	Energy Efficiency Ratio	W/W	2.7 W/W or above	
5.	Minimum Warranty for Compressor	Years	03	
6.	Minimum Warranty for Parts	Year	01	
7.	Indoor Type	-	Plastic body (Decorative Type)	
8.	Auto Restart Function	-	Required	

\*Manufacturer's Local Warranty claimable through Manufacturer's Service Center or through the Authorized Distributor/Agent of the manufacturer.



## FORM OF CONTRACT

(Stamp duty shall be borne by the Contractor as per the prevailing rates)

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_ 2022 between \_\_\_\_\_, acting through its \_\_\_\_\_ who is duly authorized in this behalf (hereinafter called the "Employer") and \_\_\_\_\_, acting through its \_\_\_\_\_ who is duly authorized in this behalf (hereinafter called the "Contractor").

### WHEREAS:

- (A) The Contractor has offered to execute the works for [please insert relevant details] {"Works"} on the terms and conditions as set forth in this Contract; and
- (B) The Employer has agreed to engage the Contractor to carry out the Works on the terms and conditions contained in this Contract.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, and in case of any conflict the decision of Director Engineering shall be final and binding.
  - (a) The Letter of Acceptance;
  - (b) Instructions to Bidders and Terms & Conditions
  - (c) The priced Schedule of Prices (Financial Bid);
  - (d) Technical Specifications
  - (e) Drawings (if any)
  - (f) Addendum, if any
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness No.1  
(Name, Title and Address)

Witness No.1  
(Name, Title and Address)

Witness No.2  
(Name, Title and Address)

Witness No.2  
(Name, Title and Address)

FOR CONTRACTOR





TWO VOLUMES  
Volume-I: Instructions to Bidders  
& Conditions of Contract  
Volume-II: Financial Bid

**STATE BANK OF PAKISTAN**  
**SBP BANKING SERVICES CORPORATION**

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**SUPPLY OF AIR CONDITIONERS AT ENGINEERING STORE, SBP HEAD  
OFFICE KARACHI**

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**BIDDING AND CONTRACT DOCUMENT**

**VOLUME-II**

**October, 2022**



## **BILL OF QUANTITIES**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, and the line total will be corrected accordingly.
8. Each cutting should be signed by the authorized person.

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FOR CONTRACTOR



**BILL OF QUANTITIES**

Sr. No.	DESCRIPTION	QTY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
	<b><u>SUPPLY OF AC'S:</u></b> Supply of following Split ACs units Comprising on One Condensing unit for outdoor and One Wall mounted/Floor Standing/Ceiling concealed indoor units, with all accessories, electrical controls, thermostat, safety valves with standard installation, with auto restart option after sudden failure, having warranty of 3-years for compressor and one year for parts. Complete unit in all respect as directed by Engineer / In-charge.				
	<b>PART-A – FOR SBP</b>				
A-1	Supply of 02 TR Wall Mounted Conventional Split type AC units having net cooling capacity 24,000 BTU/h and EER not less than 2.7 (W/W).  Comprising of 1x Condensing unit for outdoor and 1x wall mounted indoor unit with all accessories, electrical controls, thermostat, safety valves with standard installation kit, IR remote control with auto restart option after sudden failure, having 3-years warranty for compressor and 1-year for parts.  Complete unit in all respects as per manufacturer's specifications and instructions of the Engineer In-Charge.	06	Nos.		
A-2	Supply of 04 TR Floor Standing Conventional Split type AC units having net cooling capacity 48,000 BTU/hr, EER not less than 2.7 (W/W).  Comprising of one Condensing unit for outdoor and indoor unit Floor Standing type in Plastic Body for indoor with all accessories, electrical controls, thermostat, safety valves with standard installation kit, IR remote control with auto restart option after sudden failure, having warranty of 3-years for compressor and one year for parts.  Complete unit in all respects as per manufacturer's specifications and instructions of the Engineer In-Charge.	03	Nos.		
	<b>TOTAL AMOUNT – PART-A – FOR SBP</b>				
	<b>PART-B – FOR SBP-BSC</b>				
B-1	Supply of 02 TR Wall Mounted Conventional Split type AC units having net cooling capacity 24,000 BTU/h and EER not less than 2.7 (W/W).  Comprising of 1x Condensing unit for outdoor and 1x wall mounted indoor unit with all accessories, electrical controls, thermostat, safety valves with standard installation kit, IR remote control with auto restart option after sudden failure, having 3-years warranty for compressor and 1-year for parts.  Complete unit in all respects as per manufacturer's specifications and instructions of the Engineer In-Charge.	08	Nos.		

FOR CONTRACTOR



FOR SBP BSC



Sr. No.	DESCRIPTION	QTY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
B-2	<p>Supply of 04 TR Ceiling Concealed Ducted type Conventional Split AC units having net cooling capacity 48,000 BTU/hr, EER not less than 2.7 (W/W).</p> <p>Comprising of 1x Condensing unit for outdoor and 1x indoor ceiling concealed ducted unit with all accessories, electrical controls, thermostat, safety valves with standard installation kit, remote control with auto restart option after sudden failure, having 3-years warranty for compressor and 1-year for parts.</p> <p>Complete unit in all respects as per manufacturer's specifications and instructions of the Engineer In-Charge.</p>	02	Nos.		
	<b>TOTAL AMOUNT – PART-B – FOR SBP-BSC</b>				
	<b>TOTAL QUOTED AMOUNT – (PART-A + PART-B)</b>				

In words (Rs.)

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FOR CONTRACTOR



**Undertaking by the Bidder**

I/We ..... have fully understood the scope of work as mentioned in the bidding documents. The quoted rates are inclusive of all labour charges, tool & plants, applicable taxes/ duties, overheads, safety equipment/ PPEs/measures etc. I/We undertake that I shall deliver and complete all contractual obligations as per the tender document and shall comply with all applicable laws. All terms & conditions of the tender documents are acceptable to us unconditionally. I/We also confirm that our firm is not blacklisted by SBP BSC or any other Employer.

**Dated:** .....

**Seal & Signatures of the Contractor**

Company Name	
NTN No.	
Phone No./ Cell No.	
Fax No.	
Email ID	
Office Address	

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FOR CONTRACTOR

