

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



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

(VOLUME – 1)

**TECHINICAL BID DOCUMENTS**

FOR

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**SUPPLY OF SPLIT AC AT ENGINEERING STORE FOR RAAST  
MONITORING ROOM & ITD CONFERENCE HALL, SBP KARACHI**

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August 22





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

No. ED/Proc. Unit/HOK (Misc.)/048562/2022

**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 Technical bid opening	Address of Bidding Documents Issuance	Address of Bid Submission
1.	70	Supply of Split AC at Engineering store for RAAST monitoring room & ITD conference hall, SBP Karachi	21-Sep-22 at 03:00PM	Executive Engineer (Procurement), 1 <sup>st</sup> Floor, SBP Bolton Market Building, M.A. Jinnah Road, Karachi (Ph# 021-3245-4105/71)	Tender box kept in the Office of PA to Director Engineering, 1 <sup>st</sup> Floor, SBP Bolton Market Building, M.A. Jinnah Road, Karachi
2.	71	Supply of Essential Spare Parts of 06 Nos. Passenger Lifts installed at Main Bank Building SBP Head Office Karachi	21-Sep-22 at 03:05PM		
3.	72	Supply of Essential Spare Parts of 02 Nos. Mitsubishi Lifts installed at LRC & BSC Buildings SBP Head Office Karachi	21-Sep-22 at 03:10PM		
4.	73	Construction of Office Space for Digital Financial Services Group at 2nd Floor LRC Building, SBP Head Office Karachi	21-Sep-22 at 03:15PM		
5.	Hyd-3	Supply, Installation, Testing and Commissioning of 150 KVA Diesel Generator Set at SBP-BSC, Hyderabad	21-Sep-22 at 03:00PM	Engineering Unit, 1st Floor, SBP BSC (Bank), Thandi Sarak, Hyderabad (Ph No. 022-9200607)	Tender box kept in the Office of PA to Chief Manager at 2 <sup>nd</sup> floor, SBP BSC (Bank) Thandi Sarak, Hyderabad

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 on or before **21-Sep-22 till 02:30 PM**. Bids will be opened on the same day as per timing mentioned in the 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  
1<sup>st</sup> Floor, Engineering Department,  
SBP-BSC Bolton Market Building,  
M.A. Jinnah Road Karachi



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4.	Contract



## INSTRUCTIONS TO BIDDERS & TERMS AND CONDITIONS

The State Bank of Pakistan Banking Service 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> |
| <b>4. Bidding Procedure</b>           |  |

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 Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL 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. 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 financial proposal. The Employer will award the Contract to the bidder whose bid has been found most advantageous bid i.e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.

**5. BID SECURITY:**

Each bidder shall furnish, as part of his bid in Technical Envelope, a Bid Security of fixed amount of Rs.20,000/- in the shape of Pay Order / Demand Draft / Deposit at call in favor of SBP-Banking Service Corporation. This shall be returned to the un-successful bidders after signing of the Contract with the successful bidder.

- 6.** 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 bidder. The decision of the Head/ Director Engineering shall be final & binding in this regard.

**7. PERFORMANCE SECURITY:**

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 Service Corporation

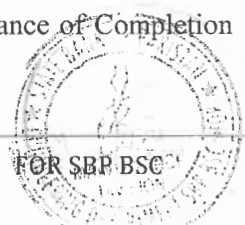
- a. The Performance Security would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period (360 days from issuance of Completion Certificate).
- b. In case, the cost of the Works is less than four million, the Bid Security of the successful bidder shall be retained as Performance Security.
- c. If the Contractor fails to complete the works as per the Contract and as per the directions of the Engineer In-Charge, the Performance Security without prejudice to any other remedy available under the Contract shall be forfeited without prior notice.

- 8.** Bank/Employer reserves the right to reject any or all of the quotations as per PPRA rules.

- 9. Completion / Delivery Time:** 60 Days

- 10. Defects Liability Period / Warranty Period:** 360 Days (360 days from issuance of Completion Certificate)

FOR CONTRACTOR



11. **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.
12. **Validity of Bids from the opening date:** 182 Days
13. **Mode of Payment:**
- 90% on satisfactory delivery of the material at site with test report.
  - 5 % on successful completion of the Defects liability period (360 days from issuance of Completion Certificate).
  - 5 % on successful completion of the Warranty period for Compressor (03 Years from issuance of Completion Certificate).
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The evaluation results shall be announced as under:
- Bid Evaluation Report (Technical) would be hoisted on SBP website and on Notice Board of the office.
  - Bid Evaluation Report (Final) would be hoisted on PPRA and SBP websites and on Notice Board the office.
20. **Sub-Contracting** is not allowed under any circumstances.
21. No **Price Adjustment** shall be made for any variation in the market prices, taxes/ duties or change in wages or the Law.
22. No **advance payment** shall be made by the Bank to the Contractor.
23. 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.
24. 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.
25. 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 workers negligence.
26. 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.

27. The Contractor and his staff, assigns or suppliers etc. shall have to strictly follow the rules & regulations of the Internal Bank Security Department.
28. 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.
29. 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.
30. Prices should include all the costs occurred till the safe and sound delivery of the goods / equipment including transportation, cartage etc.
31. 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.
32. The Contractor's staff shall not be allowed to take up the works without adequate personal protective equipment (PPEs).
33. The Quantity of the goods / works can be increased / decreased as per the Bank/Employer Requirement.
34. 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.
35. 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.
36. Documents submitted by bidder shall be treated as confidential and will not be returned

### 37. **WARRANTY**

37.1 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.

37.2 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.

### 38. **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.

### **39. 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.

### **40. 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.

### **41. 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 40 hereof.

41.2 The Contractor may terminate this agreement, by not less than Fifteen (15) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

- a. If the Employer fails to pay any money due to the Contractor pursuant to this Contract and not subject to bonafide dispute hereof within fifteen (15) days after receiving written notice from the Contractor that such payment is overdue.
- b. If, as the result of Force Majeure pursuant to clause 35, the Contractor is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.
- c. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 40 hereof.

In case of termination of this agreement, the Contractor shall forthwith refund the excess amount received in respect of the unexpired period.



## **42. 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 its 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.

## **43. 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 No bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by the Employer.

44.2 Any effort by a bidder to influence Bank in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint to below address not later than fifteen (15) days after the announcement of the bid evaluation results, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

### **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:

<b>NATURE OF OFFENSE/ FAULT</b>	<b>MEANS OF VERIFICATION</b>
<b>Corruption</b>	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
<b>Fraud</b>	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier
<b>Deviation from commitment</b>	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
<b>Collusion</b>	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
<b>Performance Deficiencies</b>	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier /Consultant

However such barring action shall be undertaken only after 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.



## BID EVALUATION CRITERIA

Post-qualification will be based on all the criteria given in succeeding para. 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.

The Bidder failed in Preliminary Scrutiny, shall be considered disqualified and its detailed scrutiny will not be carried out further. Evaluation criteria is mentioned as under:

SNO.	Description	Annexure / Page No. of attached Document
1.	Bid is un-conditional, conditional bids shall be rejected.	
2.	<b><u>Bid Security:</u></b> Bid Security is required as per clause IB-5 and would be submitted in ORIGINAL along with Technical Proposal.	
3.	<b><u>Affidavit:</u></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.	
4.	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	
5.	<b><u>FBR Registration:</u></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).	
6.	<b><u>Liquid Assets:</u></b> Minimum available Liquid assets of Rs.0.2 Million (Bank statement of three months printed between date of publication of tender notice and bid submission date) be submitted as evidence showing required balance at any one instant in the statement of last three months or Bank Credit Line facility available during same period).	
7.	<b><u>Work Experience:</u></b> At least two (2) two works executed pertaining to supply of split ac units or fan coil units (or both) during last 05 years each of value Rs.0. 5 Million or above, the bidder shall submit work order/ completion certificates with the bid. (Copies of work orders/ completion certificates/ contract agreements to be attached).	
8.	<b><u>Warranty:</u></b> The Bidder shall provide the certificate of the Warranty for compressor 03-years and 01-year for all parts.	
9.	Evidence of the presence / support / branch office in Karachi.	
10.	<b><u>OEM / Distributor / Dealer:</u></b> The bidder shall be Original Equipment Manufacturer (OEM) or OEM authorized distributor / dealer of the quoted brand of split AC during the current year. The bidder shall provide documentary evidence either establishing above-mentioned relationship with OEM or of itself being OEM.	
11.	<b><u>Technical Specifications:</u></b> The offered equipment must technically comply with the minimum specification listed in Annexure-A of the Bid. The bidder shall submit <u>technical brochure(s) / detail specifications sheet of offered model</u> , which contains complete specifications & satisfies that the offered equipment complies with the standard listed in Annexure-A, and other requirements as contained in this document.	



**TECHINICAL SPECIFICATIONS / REQUIREMENTS**

<b>TECHNICAL SPECIFICATION</b>			
<b>New Conventional Type 02 TR capacity Wall Mounted Air Conditioner</b>			
<b>S. No</b>	<b>Item Description</b>	<b>SBP/BSC Requirement</b>	<b>Specifications offered (to be filled by bidder)</b>
1	Minimum Capacity (BTU/hr)	02 TR – 24,000 BTU/hr	
2	Minimum Energy Efficiency Ratio EER (W/W)	<u><b>Conventional Type Split AC Units</b></u> EER must be greater than or equal to <b>2.5 W/W</b>	
3	Minimum Warranty for Compressor	3 Years	
4	Minimum Warranty for Parts	1 Year	
5	Offered Brand & Model#	None	
6	Indoor Type	Decorative Type (Plastic Body)	
7	Auto-Restart Function	Required	

<b>TECHNICAL SPECIFICATION</b>			
<b>New Conventional Type 02 TR capacity Cassette Air Conditioner</b>			
<b>S. No</b>	<b>Item Description</b>	<b>SBP/BSC Requirement</b>	<b>Specifications offered (to be filled by bidder)</b>
1	Minimum Capacity (BTU/hr)	02 TR – 24,000 BTU/hr	
2	Minimum Energy Efficiency Ratio EER (W/W)	<u><b>Conventional Type Split AC Units</b></u> EER must be greater than or equal to <b>2.5 W/W</b>	
3	Minimum Warranty for Compressor	3 Years	
4	Minimum Warranty for Parts	1 Year	
5	Offered Brand & Model#	None	
6	Indoor Type	Decorative Type (Plastic Body)	
7	Auto-Restart Function	Required	



## 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 (BANK).**

**(VOLUME-II)**

**FINANCIAL BID**

**BIDDING DOCUMENTS**

**FOR**

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**SUPPLY OF SPLIT AC AT ENGINEERING STORE FOR RAAST  
MONITORING ROOM & ITD CONFERENCE HALL, SBP KARACHI**

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August 22



**FINANCIAL BID/ SCHEDULE OF PRICES**

**1. PREAMBLE**

- i.** The items mentioned in Bill of Quantities consist of furnishing all plants, labour, equipment, machinery appliances, materials, fittings, fixtures and fabrication, erection, installation, lifting of materials required for completing the items/works and the work shall be done in accordance with Bill of Quantities, specifications and drawings complete in all respects.
- ii.** The quantities contained in the Bill of Quantities are approximate estimated quantities and liable to be changed (increased/decreased) or omitted when the work will be actually executed. The Employer is authorized to delete any item of work or vary quantities of any item(s) of Bill of Quantities. No claim for any adjustment in the unit rate set forth in the Bill of Quantities will be made because of any increase or any decrease in the quantities indicated herein.
- iii.** The prices and rates to be quoted in the Bill of Quantities are to be the full inclusive value of the works described under specified items including all cost of expenses which may be required in and for the construction of the works described and implied in all the documents referred to on which the tender is based.
- iv.** Rates quoted should be inclusive of all applicable taxes, duties, levies etc.
- v.** Unit rate is to be entered against each item in the Bill of Quantities whether quantities are entered or not. Items against which no price or rate is quoted in the Bill of Quantities shall be deemed to have been covered by rates or prices quoted in the other BOQ item.
- vi.** Sub-total/Total amounts shall also be referred in words.
- vii.** 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.
- viii.** Each cutting should be signed by the authorized person.



## BILL OF QUANTITIES

Sr No.	Description	Unit	Qty	Rate (Rs)	Amount (Rs)
1.	Supply at site <b>New Conventional Type 02 TR capacity Wall Mounted Air Conditioner unit</b> of Gree/ Daikool/ Euro Aire/ Orient/ ACSON/ Daikin/ Mitsubishi or approved equivalent brand having net cooling capacity not less than 24,000 BTU/hr and EER not less than 2.5 (W/W). Comprising of 1x Condensing unit for outdoor and 1x wall mounted indoor unit with all accessories, electrical controls, thermostat, and safety valves with standard installation having auto restart option after sudden power failure, having 3-years warranty for compressor and 1-year for parts. Complete unit in all respects as per manufacturer's specifications, site requirements and instructions of the Engineer In-Charge.	02	Nos.		
2.	Supply at site <b>New Conventional Type 02 TR capacity Cassette Air Conditioner unit</b> of Gree/ Daikool/ Euro Aire/ Orient/ ACSON/ Daikin/ Mitsubishi or approved equivalent brand having net cooling capacity not less than 24,000 BTU/hr and EER not less than 2.5 (W/W). Comprising of 1x Condensing unit for outdoor and 1x wall mounted indoor unit with all accessories, electrical controls, thermostat, and safety valves with standard installation having auto restart option after sudden power failure, having 3-years warranty for compressor and 1-year for parts. Complete unit in all respects as per manufacturer's specifications, site requirements and instructions of the Engineer In-Charge.	01	Nos.		
Total Quoted Amount					
Rebate If Any					
Total Quoted Amount after deduction of Rebate					

Amount in words: \_\_\_\_\_

For Firm  
Sign & Stamp



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

For Firm  
Sign & Stamp



For Bank  
Sign & Stamp