



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

**PROVIDING, PLACING & MAINTENANCE OF INDOOR PLANTS IN VARIOUS
BUILDINGS OF STATE BANK OF PAKISTAN, HEAD OFFICE KARACHI**

VOLUME – 1

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
FORM OF BID
QUALIFICATION CRITERIA
CONDITIONS OF CONTRACT
STANDARD FORM
DRAWINGS

May-22





SBP BANKING SERVICES CORPORATION
Engineering Department
Head Office Karachi

No. ED/Civil,E&M/65,66,67,68/028326/2022

INVITATION TO BIDS

1. Sealed Bids are invited 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	Time of Technical Bid Opening
1.	65	Providing, Placing & Maintenance of Indoor Plants in Various Buildings of State Bank of Pakistan, Head office Karachi	03:00PM
2.	66	Overhauling of Cooling Tower # 05 installed at Central AC Plant of Main Air-Conditioning Plant of MBB & LRC Building, SBP Karachi	03:05PM
3.	67	Overhauling of Air-Handling Units installed at 1st & 3rd Floors of BSC House Building, SBP Karachi	03:10PM
4.	68	Continuous & Uninterrupted Management Services for Central Air conditioning Plant for Main Bank & LRC Building at State Bank of Pakistan, Head Office Karachi	03:15PM

2. Bidding documents, containing detailed terms and conditions, etc. are available at Office of the Executive Engineer (Phone # 021-32454168/(05)/(71), Engineering Department, State Bank of Pakistan SBP BSC, 1st floor SBP Bolton Market Building, M.A. Jinnah Road, Karachi. The firms are required to submit their application on letter head for issuance of bidding documents along with Cash or Pay order of Rs.500/- (Non-Refundable) for each work drawn in favor of State Bank of Pakistan Banking Service Corporation as Bidding Documents fee.

3. The bids along with bid security, prepared in accordance with the instructions in the bidding documents, must be dropped in the tender box kept in the Office of PA to Director Engineering, at the specified address mentioned above, on or before **09-Jun-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 and www.sbp.org.pk respectively.

Sd/-

Director Engineering



INDEX

Sr. No.	DESCRIPTION
1.	Title Page
2.	Invitation to Bids
3.	Index
4.	Bidding Documents Section-1-Part-1- (Instructions to Bidders)
5.	Bidding Documents Section-1-Part-2 - (Bid Data Sheet)
6.	Bidding Documents Section-1-Part-3 - (Form of Bid)
7.	Bidding Documents Section-1-Part-4- (Schedules to Bid)
8.	Bidding Documents Section-2-Part-1- (Conditions of Contract)
9.	Bidding Documents Section-2-Part-2- (Resources Deployment Plan of the Service Provider)
10.	Bidding Documents Section-3-Part-1- (Standard Forms)



*(Bidding Documents-Section-1-Part-1)***INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

Clause No.	Description
A.	GENERAL
1	Scope of Bid
2	Eligible Bidders
3	Cost of Bidding
B.	BIDDING DOCUMENTS
4	Contents of Bidding Documents
5	Clarification of Bidding Documents
6	Amendment of Bidding Documents
C.	PREPARATION OF BID
7	Language of Bid
8	Documents Comprising the Bid
9	Sufficiency of Bid
10	Bid Prices, Currency of Bid and Payment
11	Documents Establishing Bidder's Eligibility and Qualifications
12	Documents Establishing Works Conformity to Bidding Documents
13	Bid Security
14	Validity of Bids, Format, Signing and Submission of Bid
D.	SUBMISSION OF BID
15	Deadline for Submission, Modification and Withdrawal of Bids
E.	BID OPENING AND EVALUATION
16	Bid Opening, Post-Qualification, Clarification and Evaluation
17	Process to be Confidential
18	Contacting SBP BSC
F.	AWARD OF CONTRACT
19	Award Criteria
20	Notification of Award and Signing of Agreement
21	Performance Guarantee
22	Integrity Pact
23	Rates inclusive of all taxes
24	Code of Conduct
25	Overriding effect
26	One Bid per Bidder



INSTRUCTIONS TO BIDDERS

A. GENERAL

1 Scope of Bid and Source of Funds

1.1 Scope of Bid

State Bank of Pakistan Banking Services Corporation, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "SBP BSC") invites Bids for the Services summarized in the Bid Data Sheet (hereinafter referred to as "the Services"), at the Buildings and other areas specified in the Bid Data Sheet (hereinafter referred to as Premises). Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.

2 Eligible Bidders

2.1 Bidding shall be conducted using the National Competitive Bidding Procedure specified under Rule-36(b) of Public Procurement Regulatory Rules-2004 (PPR-2004). 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 SBP BSC without being opened. SBP BSC will evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements. The financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the bidders in advance. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.

2.2 This Invitation for Bids is open to all firms or companies dealing in similar works and not been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, as defined under Rule 2(1) (f) PPR-2004, issued by SBP BSC or any other organization. Firms/companies owned wholly or partly by persons having business interests with any official of the SBP BSC responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process.

2.3 Bidders meeting the minimum mandatory requirements as per **Schedule-A to Bid** (Bid Evaluation Criteria) shall be considered qualified and their bids shall be declared responsive.

3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and SBPBSC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 6.1 of ITB.

4.1.1 Instructions to Bidders and Bid Data Sheet

4.1.2 Form of Bid and Schedules to Bid.

4.1.3 Schedules to Bid comprise the following:

- a. Schedule A: Post Qualification and Bid Evaluation Criteria
- b. Schedule B: Schedule of Prices
- c. Schedule C: Specific Services Data
- d. Schedule D: Services to be performed by Subservice Providers
- e. Schedule E: Proposed Methodology/ Program of Performing the Services

4.1.4 Form of Conditions of Contract

4.1.5 Standard Forms:

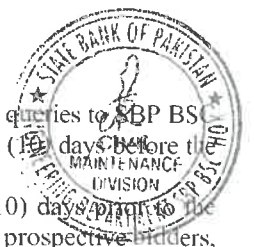
- a. Form of Bid Security
- b. Form of Performance Guarantee
- c. Form of Agreement

4.1.6 Drawings

5 Clarification of Bidding Documents

5.1 Prospective bidders requiring any clarification regarding the bidding documents may send their queries to SBP BSC at the address give in Clause 15.1. Such queries must reach the office of SBP BSC at least Ten (10) days before the date fixed for submission of bids.

5.2 SBP BSC will respond to any request for clarification that is received not later than Ten (10) days prior to the deadline for the submission of Bids. Copies of the SBP BSC's response will be forwarded to all prospective bidders,



who have received the Bidding Documents including a description of the enquiry but without identifying its source.

6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of Bids, SBP BSC may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause-6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to SBP BSC.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, SBP BSC may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

7 Language of Bid

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

8 Documents Comprising the Bid

- 8.1 The bid shall comprise of the following documents:
- 8.1.1 Covering Letter on company/firm letter head.
- 8.1.2 Schedules (A to F excluding Schedule-B) to Bid duly filled and initialed, in accordance with the instructions contained therein and in accordance with Sub-Clause 14.3 of ITB.
- 8.1.3 Form of Technical Bid duly filled, signed and sealed, in accordance with Sub-Clause 14.3 of ITB.
- 8.1.4 Bidder's 'Company Profile' including list of tools, equipment and other facilities owned by the Bidder.
- 8.1.5 Bidding Documents (in original) duly signed and stamped on each page/sheet. The number of copies shall be as stated elsewhere in these documents.
- 8.1.5 Power of Attorney in accordance with Sub-Clause 14.6 of ITB.
- 8.1.6 Documentary evidence in accordance with Clause 11 of ITB.
- 8.1.7 Documentary evidence in accordance with Clause 12 of ITB.
- 8.1.8 Bid Security furnished in accordance with Clause 13 of ITB.

9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Services.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Services.
- 9.3 The Bidders, at their own responsibility, risk and cost, are encouraged to visit and examine the premises/ buildings and the surrounding areas and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule B to Bid) indicating the unit rates and prices of the Services to be performed under the Contract. Prices in the Schedule of Prices shall be entered in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bid Data Sheet.

11 Documents Establishing the Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause-2 and 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the services if its bid is accepted.
- 11.2 Bidders must possess and provide evidence of its capability and the experience as stipulated in Bid Evaluation Criteria (Schedule A to Bid).

12 Documents Establishing Service's Conformity to Bidding Documents

- 12.1 The documentary evidence of the Service's conformity to the Bidding documents may be in the form of literature, drawings and data, and the bidder shall furnish documentation as set out in the Bid Data Sheet.



- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the SBP BSC in the Technical Provisions are intended to be descriptive only and not restrictive.

13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in the Bid Data Sheet in Pak. Rupees, in the form of a Bank draft / Pay order / Bank Guarantee, in favour of SBP BSC issued by a Scheduled Bank in Pakistan valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by SBP BSC and declared non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder, or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Guarantee, pursuant to Clause 20 of ITB and signed the Agreement, pursuant to Sub-Clauses 19.2 of ITB and 19.3 of ITB.
- 13.5 The Bid Security may be forfeited:
- 13.5.1 If a bidder withdraws his bid during the period of bid validity; or
- 13.5.2 If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.6 of ITB hereof;
OR
- 13.5.3 In the case of a successful bidder, if he fails to:
- Furnish the required Performance Guarantee in accordance with Clause 20 of ITB,
OR
 - Sign the Agreement, in accordance with Sub-Clauses 19.2 of ITB and 19.3 of ITB.

14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bid Data Sheet after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 In accordance with Clause IB-8, Bids shall be sealed in an envelope addressed to SBP BSC at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place.
- 14.5 Each bidder shall prepare an Original and number of copies specified in the Bid Data Sheet of the documents comprising the bid as described in Clause 8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed, and an official seal shall be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address of SBP BSC as given in the Bid Data Sheet.

D. SUBMISSION OF BIDS

15 Deadline for Submission, Modification and Withdrawal of Bids

- 15.1 Bids must be received by SBP BSC at the address/provided in the Bid Data Sheet not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the SBP BSC after the deadline for submission prescribed in the Bid Data Sheet will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the SBP BSC prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause 13.5.1 of ITB.

E. BID OPENING AND EVALUATION

16 Bid Opening, Post-Qualification, Clarification and Evaluation

- 16.1 SBP BSC will open the Bids in the presence of all the bidders' representatives who may choose to attend at the time, date and location stipulated in the Bid Data Sheet.
- 16.2 SBP BSC will conduct post-qualification of the bidders in line with the stipulations of Schedule-A to Bid (Bid Evaluation Criteria) on the basis of documents provided in accordance with Clause 8 of ITB and 11 of ITB. Any



- bid not meeting the requirements of Schedule-A shall be subject to rejection and will not be considered. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 16.3 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as SBP BSC at its discretion may consider appropriate, will be announced by SBP BSC at the bid opening. SBP BSC will record the minutes of the bid opening. The representatives of the bidders, who choose to attend, shall sign the attendance sheet.
Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.4 To assist in the examination, evaluation and comparison of Bids, SBP BSC 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 or substance of the Bid shall be sought, offered or permitted.
- 16.5 During tender evaluation no amendment in the bid shall be allowed.
- 16.6 Arithmetical errors will be rectified on the following basis:
- a. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - b. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by SBP BSC in accordance with the Corrected Schedule of Prices.
 - c. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.7 Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.8 SBP BSC will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 16.2 of ITB to 16.4 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, SBP BSC will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- a. Making any correction for arithmetic errors pursuant to Sub-Clause 16.6 of ITB hereof.
 - b. Making an appropriate price adjustment for any other acceptable variation or deviation.
 - c. Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- 16.9 Bid shall cover complete scope of services. Any Bid covering partial scope of services will be declared non-responsive.

17 Process to be Confidential

- 17.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by SBP BSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
- 17.2 The 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 SBP BSC's prior written consent.
- 17.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, SBP BSC may reject its bid and/or terminate the contract.

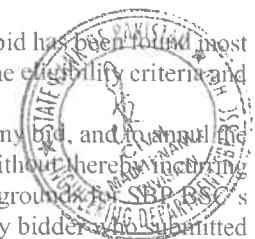
18 Contacting SBP BSC

- 18.1 Subject to Sub-Clause 16.4 of ITB heretofore, no bidder shall contact SBP BSC on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by SBP BSC. The evaluation results shall be announced as under:
- a. Technical Evaluation Report would be posted on SBP's website and Notice Board at its office
 - b. Final Evaluation Report would be posted on PPRA and SBP websites
- 18.2. 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.

F. AWARD OF CONTRACT

19 Award Criteria

- 19.1 Subject to Sub-Clause 19.2 of ITB, SBP BSC 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.
- 19.2 Notwithstanding Sub-Clause 19.1 of ITB, SBP BSC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid or proposal, without here by incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for its action. The grounds for its rejection of all bids shall upon request be communicated, to any bidder who has submitted



a bid, but will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.

20 Notification of Award and Signing of Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by SBP BSC, SBP BSC will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within fifteen (15) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, SBP BSC will send the successful bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between SBP BSC and the successful bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the successful bidder from SBP BSC.

21 Performance Guarantee

- 21.1 The successful bidder shall furnish to SBP BSC a Performance Guarantee in the form and the amount stipulated in the Bid Data Sheet within a period of 15 days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses 20.2 of ITB and 20.3 of ITB or 21.1 of ITB or Clause 22 of ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

22 Integrity Pact

- 22.1 If contracts amount exceeds Rupees ten (10) million, execution of Integrity Pact is applicable as per Schedule F to the Bid Documents.

23 Rates inclusive of all taxes

- 23.1 The quoted rates should be inclusive of all applicable taxes, duties, liabilities including overheads, transportation charges etc. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the Income Tax Department.

24 Code of Conduct

- 24.1 It is SBP BSC's policy that Bidders to observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, SBP BSC follows, inter alia, the instructions contained in PPR-2004 which provides as under:

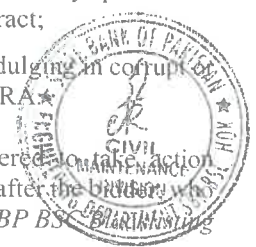
"2(1)(b*) blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure 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.

"2(1)(f) 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;

- 24.2 Under Rule 19 of PPR-2004, "SBP BSC can inter alia blacklist bidders that are found to be indulging in corrupt and fraudulent practices. Such barring action will be duly publicized and communicated to the PPR."

- 24.3 Such matters would be referred to SBP BSC Blacklisting Committee which is empowered to take action accordingly per Rule 19 of PPR-2004. However such barring action shall be undertaken only after the bidder who is to be barred and blacklisted, is accorded adequate opportunity of being heard. Decision of SBP BSC Blacklisting Committee will be final and conclusive.



- 24.4 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of SBP BSC and bidder shall be solely responsible for ensuring that a proper receipt is provided.
- 24.5 Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult condition, introduced by SBP BSC 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 this particular procurement is related. However in certain conditions SBP BSC may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 24.6 SBP BSC's policy requires that selected bidder provide professional, objective, and impartial advice and services and at all times hold the SBP BSC'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 SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or termination of the contract arising out of this procurement
- 24.7 Without limitation on the generality of the foregoing, bidders and any of their affiliates, shall be considered to have a conflict of interest in the following circumstances:
- 24.7.1 A bidder who has been engaged by SBP BSC 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, a bidder 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.
- 24.7.2 A bidder (including its Personnel 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 bidder to be executed for the same or for another client.
- 24.7.3 A bidder (including its Personnel) that has a business or family relationship with a member of SBP BSC's staff who is directly or indirectly involved in any part of (a) the preparation of the specifications of the goods, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within SBP BSC.
- 24.7.4 Bidders shall not recruit or hire any agency or current employees of SBP BSC. Recruiting former employees of SBP BSC or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have 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 SBP BSC by the bidder as part of its bid.
- 25 Overriding Effect:**
- 25.1 The PPR-2004 shall have an overriding effect over all these documents.
- 26 One Bid per Bidder**
- 26.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.



(Bidding Documents-Section-1-Part-2)**BID DATA SHEET (BDS)**

The following Bid Data Sheet shall be deemed to form and be read and constructed as a part of the Bid, including Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

IB Clause No.	Description	Explanation/ Clarification
1.1	SBP BSC	State Bank of Pakistan Banking Services Corporation , I.I Chundrigar Road, Head office Karachi
1.1	Services	Providing, Placing & Maintenance of Indoor Plants in Various Buildings of State Bank of Pakistan, Head office Karachi as defined in the Specific Services Data, (Schedule C to Bid).
1.1	Premises	SBP Complex Premises, I.I Chundrigar Road Karachi
5.1	SBP BSC's Address	Director, Engineering Department, State Bank of Pakistan, SBP-BSC, 1st floor, Bolton Market Building, M.A. Jinnah Road, Karachi. Phone: 021-99212320 Fax: (021) 99217237
10.3	Currency of Bid	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
13.1	Amount of Bid Security	Each bidder shall furnish, as part of its technical bid a Bid Security of Rs.30,000/- in the shape of Pay Order / Demand Draft /Deposit at call in favor of SBP-Banking Service Corporation valid for a period 28 days beyond the Bid Validity date.
14.1	Bid Validity	Bid Validity period is 180 days from the date fixed for opening of the Technical Bids.
14.4	No. of Copies of Bid	Nil (only original Bid to be submitted)
14.5, 14.7 and 15.1	Address for Bid Submission	As prescribed in Invitation to Bid
15.3	Deadline for Bid Submission	As prescribed in Invitation to Bid
16.1	Bid Opening time and venue	As prescribed in Invitation to Bid
17.2	Address of Grievances Committee	Chairperson Grievances Committee, Human Resource Management Department, 1 st Floor, SBP Banking Service Corporation, Head Office, BSC House, I. I Chundrigar Road, Karachi
20.1	Performance Guarantee	The successful Bidder shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from a scheduled bank in Pakistan, which will be valid for the Contract Period. The Performance Guarantee shall be forfeited if the successful Bidder fails to perform the services under the Contract.



For Firm
Sign & Stamp

For Bank
Sign & Stamp

(Bidding Documents-Section-1-Part-3)

**FORM OF TECHNICAL BID
(LETTER OF OFFER)**

Bid Reference No. _____

**PROVIDING, PLACING & MAINTENANCE OF INDOOR PLANTS IN VARIOUS BUILDINGS OF STATE
BANK OF PAKISTAN, HEAD OFFICE KARACHI**

To:

Gentlemen,

1. Having examined the Bidding Documents including Addenda Nos. _____ for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of _____ and address _____ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of two hundred eight (208) days.
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 2022

Signature _____

In the capacity of _____ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals) _____

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

C.N.I.C No: _____

Address: _____



For Firm
Sign & Stamp

For Bank
Sign & Stamp

(Contract Documents-Section-1-Part-4)

SCHEDULES TO BID INCLUDE THE FOLLOWING

- Schedule A to Bid: Bid Evaluation Criteria
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Services Data
- Schedule D to Bid: Services to be Performed by subservice Providers
- Schedule E to Bid: Proposed Methodology / Program of Performing the Services
- Schedule F to Bid: Integrity Pact



SCHEDULE-A TO BID**QUALIFICATION INFORMATION AND BID EVALUATION CRITERIA****1. Basic Conditions for Post-Qualification**

- 1.1. Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bidder eligible to participate in the bidding process.
- 1.2. Information supplied by the Bidders for the post-qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to post-qualification will not be considered for another company related to the applicant company through a "Group ownership". Financial Bids of only post-qualified companies shall be opened and the Contract shall be awarded to the most advantageous bidder.
- SBP BSC will review the information supplied by the bidders submitted for post-qualification and will make public the results of post-qualification to the bidders.
 - Firms/Companies applying for post-qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of SBP BSC may result in their disqualification.
 - The response to this notice must be sufficiently detailed to convince SBP BSC that the firms/companies applying for post-qualification have the experience as well as the technical, administration and financial qualifications necessary for the execution of the services and they must prove that they have carried out similar services in their own country or abroad.
 - Only Technical Proposals will be opened in the presence of Bidders or their authorized representatives who may choose to attend as per the schedule provided in the Invitation to Bids. The bidders should provide maximum information required for evaluation of their Technical Proposals.
 - The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through registered post/ courier service. The Financial Bids of the Bidder's, who fail to qualify, shall be returned to them unopened. Decision of SBP BSC in this connection shall be final and binding on all Bidders.

1. Qualification Criteria**2.1. General**

- 2.1.1. Post-qualification will be based on all the criteria given in below paras regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. SBP BSC reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.
- 2.1.2. SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. SBP BSC may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the SBP BSC, which is incorrect in any respect.

2.2 Further Conditions

- 2.2.1 In addition to the eligibility criteria given in the instructions to bidders, for qualification purpose, the bidders must meet the following requirements;

S. No.	Category	Document/Evidence Required
1.	Bid is unconditional. Conditional, alternate or optional bids will be rejected.	Duly filled and signed Form of Bid
2.	Duly filled and signed Form of Bid.	Bid is unconditional
3.	Bid Security is required as per clause IB-5. Bid Security in Original is to be attached with Technical Proposal.	Bid security original
4.	Documentary evidence of registration of company/firm showing the status i.e. Individual/Sole Proprietorship, joint venture/Associated of Persons, (Pvt) Limited, Contact Details.	Evidence of registration of company/firm
5.	Affidavit on non-judicial stamp paper for 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. If the Bidder has worked with SBP BSC on any project, the Bidder shall provide satisfactory completion certificate issued from the SBP BSC.	Affidavit on non-judicial stamp paper.



6.	Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV (https://nacta.gov.pk/proscribed-persons-2/) and list of organizations / Splinter Outfits https://nacta.gov.pk/proscribed-organizations/ notified by National Counter Terrorism Authority NACTA Pakistan.	Online verification from NACTA website
7.	Registration with income tax department and Bidder must be active tax payer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List.	Valid Registration Certificate and Bidder name appearing in online active taxpayer list
8.	Bidder should also be registered with relevant / concerned Revenue Authority.	Valid Registration Certificate. If not provided/registered, then 100% tax shall be deducted at source as per applicable law and credited to relevant account.
9.	Available Financial Capability/ Liquid Assets of Rs.250,000/-. Bank statement produced 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.	Bank Statement of three months prior to bid submission date
10.	Bidder must have executed of at least 02 jobs of Gardening/Horticulture or related of reputed/multinational organizations during last 05 years each work must be of value Rs.750,000/- or more.	Work orders/ Completion certificates/ contract agreements etc.

3.0 **Evaluation Criteria**

- 3.1. Bidders meeting the minimum requirements mentioned shall be considered as post-qualified and the Bids of these qualified bidders shall be considered. History of company excessive contract arbitrations and litigation resulting in decisions against the firm will be considered sufficient grounds for disqualification.



SCHEDULE-B TO BID

**SCHEDULE OF PRICES
(The Financial Bid)**

----- PROVIDED AS VOLUME-II OF THE BIDDING DOCUMENTS -----



For Firm
Sign & Stamp

For Bank
Sign & Stamp

SCHEDULE-C TO BID**SPECIFIC SERVICES DATA/ SCOPE OF SERVICES****1. Location of Premises**

State Bank of Pakistan Main Building, SBP BSC Head office Building, SBP LRC Building, SBP Museum & Art Gallery Building, I.I Chundrigar Road Karachi & Bolton Market Building, M.A Jinnah Road, Karachi, I.I. Chundrigar Road, Head office Karachi.

2. Major Items of Contract

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

- 2.1. Providing, placing, maintenance and replacement of indoor plants at various floors of the SBP Main Building.
- 2.2. Providing, placing, maintenance and replacement of indoor plants at various floors of the SBP BSC Head Office Building.
- 2.3. Providing, placing, maintenance and replacement of indoor plants at various floors of the SBP LRC Building.
- 2.4. Providing, placing, maintenance and replacement of indoor plants at various floors of the SBP Museum & Art Gallery Building.
- 2.5. Providing, placing, maintenance and replacement of indoor plants at various floors of the SBP Bolton Market Building.

2.6. Service Hours and Schedule

- 2.6.1. The following service execution schedule shall be followed:

Nature of Service	Execution Schedule	Days
a. Watering, cleaning of indoor plants	8.00 am to 08.00 pm (Twelve Hours)	Monday - Saturday
b. Replacement of plants	As and when required.	Monthly Basis (in Normal). However, the contractor have to replace any defective plants as and when required or asked by the Bank.

The scope of services may also include any other related works related to maintenance/replacement of plants assign to Contractor by the Bank on as & when need basis.



SCHEDULE-D TO BID

Services to be performed by Sub-Service Providers

----- No Sub Contracting is allowed -----



SCHEDULE-E TO BID**1. Program of Performing the Services**

Service Execution Plan is mandatory to be filled and is part of the Bid Evaluation Criteria. Complete details regarding the service execution plan as per the tables below:

Sr. No.	Nature of Service	Service Execution Timings
1.1.	Watering & cleaning of plants	(8:00am to 8:00pm)



For Firm
Sign & Stamp

For Bank
Sign & Stamp

(Bidding Documents-Section-2-Part-1)

CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

1. General Provisions Definitions:

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise. Further Words imparting to persons or parties shall include firms and organizations. Words imparting to singular or one gender shall include plural or the other gender where the context requires.

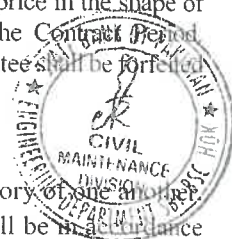
- a. **“Agreement”** means the agreement, executable by law, for rendering services which comprises of all the documents listed therein and any variation to such documents.
- b. **“Authorized Officer”** means the person notified by SBP BSC to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.
- c. **“Bid/ Bidding Documents”** means the invitation to bids floated by SBP BSC, along with its related documents and the documents submitted by The Service Provider in response thereto.
- d. **“Commencement Date”** is the latest date when the Service Provider shall commence the Services after receiving Letter to Commence from SBP BSC. This shall be specified in the Work Order.
- e. **“Contract”** means the contract between the parties for performance of the services specified in Schedule ‘C’ to the Bid Documents and comprises of the documents listed in the Agreement.
- f. **“Confidential Information”** means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.
- g. **“Day”** means a calendar day.
- h. **“Documents”** means all documents (including any part of the Contract documents, conditions of Contract, scope of Services/ Schedules of Prices, Addenda (if any) or Confidential Information) supplied by SBP BSC to the Service Provider, more fully detailed and described in Schedule to this agreement.
- i. **“Exigency Event”** means any event of emergency, need etc. requiring additional inputs/ efforts to handle the pressure or tackle the situation.
- j. **“Financial Bid”** means the priced and completed Schedules of Prices forming part of the Bid.
- k. **“Finish Date”** is the date when the term of the Contract shall expire.
- l. **“Force Majeure”** means an event or circumstances beyond the control of a party which makes performance of the party’s obligations an impossibility.
- m. **“General Conditions”** means these General Conditions of Contract.
- n. **“Materials”** means articles of all kinds (other than plants and Service Provider’s Equipment) to be supplied and incorporated in the Services by the Service Provider or SBP BSC.
- o. **“Premises”** means the buildings, areas or places where Services are to be provided under the Contract.
- p. **“SBP BSC”** means SBP Banking Services Corporation, I.I. Chundrigar Road, Head Office Karachi
- q. **“Services”** means services to be provided by the Service Provider in the buildings or premises defined in the Bidding Documents or as directed by SBP BSC.
- r. **“Service Provider”** means the firm/company as mentioned in the letter of acceptance.
- s. **“Service Provider’s Employee”** regular / contract employees of the Service Provider.
- t. **“Service Provider’s Equipment”** is the Service Provider’s machinery, apparatus, tool and plant brought temporarily to the buildings/premises/site for use during execution of Services under the Contract listed in the Post-Qualification Document.
- u. **“Service Points”**: means number of locations of the service(s).
- v. **“Term”** means the time period of validity of original Contract.
- w. **“Work Order”** is the written legible order issued by SBP BSC after signing of the Contract with the successful Bidder.

2. PERFORMANCE GUARANTEE

The Service Provider shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from schedule bank in Pakistan, which will be valid for the Contract Period. Notwithstanding anything contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.

3. PRIORITY OF CONTRACT DOCUMENTS

The documents forming the Contract between the parties are to be taken as mutually explanatory of one another. If any ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed below:



- 3.1 The Agreement
- 3.2 Letter of Acceptance
- 3.3 The completed Form of Bid
- 3.4 Conditions of Contract
- 3.5 The completed Schedules to Bid including Schedule of Prices/ Financial Bid
- 3.6 The Drawings, if any
- 3.7 The Specifications, if any
- 3.8 Minutes of Contract Award meeting, if any.

The Contract Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of SBP BSC for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by SBP BSC.

4. COMMUNICATIONS, LAW AND LANGUAGE OF THE CONTRACT

- 4.1 Communications between parties that are referred to in the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered to the concerned party.
- 4.2 The language of the Contract is English / Urdu.
- 4.3 The law governing the Contract is the relevant law of the Islamic Republic of Pakistan.
- 4.4 The Service Provider shall comply with the Laws of the Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

5. SERVICES

The Services include as mentioned in bidding documents and in accordance with SBP BSC requirements, industry best practices and adequate standards of hygiene.

6. SERVICE EXECUTION SCHEDULE

- 6.1 The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. SBP BSC however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the SBP BSC which will be communicated to the Service Provider from time to time.
- 6.2 The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by SBP BSC and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the SBP BSC shall not be responsible for any extra payment.
- 6.3 On holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, SBP BSC is entitled to impose penalty as per clause – 13(iii).
- 6.4 The Service Provider shall have to coordinate with the authorized officer of SBP BSC in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations as per Clause-6.

7. RESPONSIBILITIES/ LIABILITIES OF THE SERVICE PROVIDER

The Service Provider shall be exclusively responsible for the following during the currency of the Contract:

- 7.1 Execution of the services in context with the Contract.
- 7.2 The Service Provider shall execute the services in a professional manner and shall be responsible to comply with all applicable laws of the land. It is clearly understood that the Service Provider's employees engaged by the Service Provider shall neither have any employment relationship or employment nexus with SBP BSC in any form what so ever and SBP BSC shall not take any responsibility whatsoever in this regard.
- 7.3 Ensure that all the applicable laws are fully met and accordingly indemnify SBP BSC against any claims with regard to above.
- 7.4 To arrange, bring at site and keep in working order, the equipment necessary to carry out the services under the contract.
- 7.5 Service Provider shall follow professional official etiquette while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service providers cards for identification and any others practices which are followed in SBP BSC.
- 7.6 Obtaining all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.
- 7.7 Observance of security protocol as per SBP BSC's requirement for execution of services like security clearance of its employees, etc. which data shall also be provided to SBP BSC for its need.



- 7.8 To ensure observant of relevant rules, regulations, standards, safety measures, security guidelines and maintain good order at the premises as communicated by SBP BSC from time to time during execution of the services.
- 7.9 The Services Provider will arrange necessary changes in the Services Management Schedule:
- 7.9.1 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per SBP BSC's security protocol/requirement.
- 7.9.2 If SBP BSC finds that any of the Service Provider's representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall, arrange for a replacement.
- 7.9.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of its employees
- 7.9.4 SBP BSC shall not be responsible for any injury caused to any of the employee(s) of the Service Provider due to negligence on the part of such employee(s) of the Service Provider.
- 7.10 The Service Provider shall provide SBP BSC information about its working practices, materials and equipment and shall operate in a manner which does not compromise SBP BSC's security or environment standards and applicable laws. Service Provider shall also provide SBP BSC with any information which it may have related to a potential or actual security threat to SBP BSC.
- 7.11 Service Provider shall be exclusively liable for and shall indemnify and hold harmless SBP BSC, its agents and employees from all losses arising out of the Service Provider's negligence or breach of the Contract. This may include damage to the paints/ polish works, false ceilings, wooden or metallic works, tiles, marbles, plants, wires, pipes, fixtures of any kind, antiques, glass items, window blinds, etc. SBP BSC shall determine the amounts of such losses/ damages and the Service Provider hereby expressly waives his all or any right to change or challenge the same. The Service Provider shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of SBP BSC after receiving written notice from SBP BSC.

8. SERVICE PROVIDER'S WARRANTIES

The Service Provider undertakes warrants and represents that at all times:

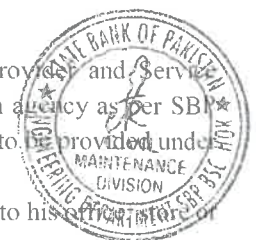
- 8.1 It has the requisite power and authority to enter into and perform this Contract;
- 8.2 It holds valid license and authority to carry out the Services;
- 8.3 It shall execute the services in professional manner in terms of required skill set to carry out such Services
- 8.4 Service Provider's employee(s) to carry out the Services have no criminal record.
- 8.5 Service Provider shall not act in a way which is prejudicial to SBP BSC's interests or business;
- 8.6 The Services shall be fit for the express or implied purposes for which supplied.
- 8.7 The Service Provider shall adhere all lawful and reasonable directions of SBP BSC when at SBP BSC's premises, all rules and security policies and SBP BSC may exclude any service provider's resources from its premises for any actual or threatened breach of these policies.
- 8.8 Any breach by Service Provider of this Clause-8, constitutes a material breach of the Contract and may lead towards Termination as per Clause-19. In addition to SBP BSC's rights under the Contract, SBP BSC shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.

9. CONTRACT PERIOD/TERM AND EXTENSIONS

- 9.1 The duration of this contract shall be twelve (12) months, renewable for further two years, on mutual consent and on the same rates, terms and conditions.
- 9.2 The Contract may be extended on same terms and conditions for a period suitable for SBP BSC to call new tenders and award of a fresh contract. Under such circumstances, the Retention Money of the Service Provider shall be released after execution of a fresh Contract with the new Service Provider and successful expiry of the period for which the services of the Service Provider were required by SBP BSC.

10. ACCESS TO THE BUILDINGS/ PREMISES AND STORES

- 10.1 Before the commencement of the Contract, SBP BSC will provide access of Service Provider's employee(s) and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per SBP BSC Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 10.2 The Service Provider shall allow and ensure easy access of authorized person(s) of SBP BSC to his office/premises or other areas under his control while providing the Services under the Contract.



11. INSTRUCTIONS, INSPECTIONS AND AUDITS

- 11.1 The Service Provider shall carry out all instructions of SBP BSC communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.
- 11.2 The Service Provider shall permit SBP BSC and its auditors to inspect the Service Provider's accounts and records relating to the performance of Service Provider, and to have them scrutinized and verified through the authorized representative(s) if so required by SBP BSC.

12. IDENTIFICATION AND CORRECTION OF DEFECTS

- 12.1 SBP BSC shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- 12.2 The SBP BSC's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, SBP BSC may issue notice to the Service Provider.
- 12.3 For each deficiency and poor service, SBP BSC will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement. In addition to the above penalty, the SBP BSC would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of SBP BSC and / or third party due to any fault on the part of the Service Provider.
- 12.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, SBP BSC may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee and Retention Money shall be forfeited and SBP BSC shall also debar the Service Provider from participation in future Contracts.

13. PAYMENTS TO THE SERVICE PROVIDER

- 13.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.
- 13.2 In case of unavailability of services, SBP BSC will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:

$$\left(\frac{\text{Monthly charges as per services execution plan (per point)}}{30} \right) * \text{Number of days for which services remained unperformed}$$

- 13.3 Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by concerned designated SBP BSC's Official/s. Furthermore, payments will be made to the service provider as per actual services rendered against the identified service points as per SBP BSC's requirements.

14. CURRENCY, TAX, PRICE ADJUSTMENTS

- 14.1 Payments will be made in Pak. Rupees.
- 14.2 All applicable taxes shall be deducted by SBP BSC at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.
- 14.3 The Contract Price shall be adjusted increase or decrease in cost resulting due to imposition of any tax, levies, charges or any other applicable laws/regulatory requirement during the pendency of the contract which affects the Service Provider in the performance of obligations under the Contract. Such adjustment shall be made on actual basis only.
- 14.4 The most advantageous bidder or successful bidder will provide break up of quoted amount at the time of award of contract for future reference, if required.
- 14.5 Relevant taxes/ duties shall be recovered/ deducted as per the prevailing applicable rates at the time of release of payments to the Service Provider.
- 14.6 The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

15. RETENTION MONEY

- 15.1 SBP BSC shall retain an amount equal to 5% of the gross amount of monthly payable fee. This retention money will be released to the Service Provider on successful and satisfactory completion of Contract.
- 15.2 In case, the Contract is extended for additional time period as per Clause-9(ii), the Retention Money of the Service Provider shall be released after execution of a fresh Contract with the new Service Provider and successful completion of the period for which the services of the Service Provider were required by SBP BSC.

For Firm
Sign & Stamp



16. SUB-CONTRACTING

Sub-contracting is not allowed except in accordance with Clause-29.5.

17. EXIGENCY / ADDITIONAL SERVICES

In case additional services are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of SBP BSC at any time. SBP BSC shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item as following equation:

$$\frac{\text{Monthly charges as per services execution plan (per point)}}{30} / (9 \text{ hours})$$

18. SERVICE PROVIDER'S RISKS

18.1 From the Commencement Date until the expiry of the Contract as per Clause-9, and issuance of Completion/ Expiry Certificate or Termination Letter by SBP BSC as per Clause-19 and 24, the risks of personal injury, death, and loss of or damage to property of SBP BSC and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc.(including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP BSC. In case of failure, SBP BSC reserve the right to take punitive action.

18.2 The Service Provider shall indemnify and keep indemnified SBP BSC, at all times against any loss, claim, damage, charge occurred to SBP BSC due to negligence or fraud committed by Service Provider or its employee. The Service Provider may obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud if any, committed by the Service Provider and shall indemnify and keep indemnified SBP BSC, at all times against any such loss, claim, damage, charge. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify SBP BSC regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the SBP BSC's claim within the afore-said period shall authorize SBP BSC to deduct the claimed amount from the amount payable to Service Provider.

19. TERMINATION OF THE CONTRACT

19.1 SBP BSC shall be entitled to immediately terminate the Contract if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies.

19.2 SBP BSC by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SBP BSC's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.3 SBP BSC shall be entitled to terminate or suspend the Contract:

19.3.1 Immediately if Service Provider suffers (or is likely to suffer) an insolvency event or, undergoes a material change in its management, ownership or control; or

19.3.2 The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.

19.3.3 at any time subject to at least 30 days' notice.

19.4 The Service Provider may terminate the Contract by giving sixty (60) days to SBP BSC if SBP BSC fails to make payments to the Service Provider in accordance with the Contract in reasonable time.

20. PAYMENTS UPON TERMINATION

If the Contract is terminated because of default of the Service Provider, SBP BSC will release amounts payable for the days involved on pro-rata basis and for materials and tools consumed on actual basis. If the total amount already released by SBP BSC exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts or the Retention Money.

21. FORCE MAJEURE AND RELEASE FROM PERFORMANCE

21.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party, affected by it, to wholly or partially perform its obligations under this Contract. In case of either party, hereto, being rendered unable wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fifteen (15) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall

include but not be limited to acts of God or war, (war whether declared or undeclared) acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic; landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy, or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Service Provider shall not be entitled to payment for Services and SBP BSC shall not impose penalty.

- 21.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination, it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

22. DISPUTES AND PROCEDURE FOR DISPUTES RESOLUTION

- 22.1 If any dispute arises between the parties (Service Provider and SBP BSC), regarding the performance of the Services or anything contained in the Agreement or the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by SBP BSC who will examine the matter in detail and give a decision.
- 22.2 In case any party is not satisfied with the officer's decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.

23. EARLY WARNINGS BY THE SERVICE PROVIDER

- 23.1 The Service Provider shall warn SBP BSC in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on SBP BSC's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.
- 23.2 SBP BSC shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.
- 23.3 If the Service Provider fails to give an early warning without any justified reason, as per Clause 23.1, he shall be held responsible for all the consequences thereof.

24. PERFORMANCE / COMPLETION CERTIFICATE

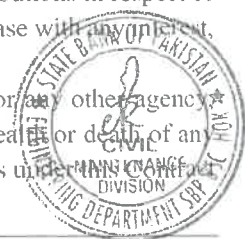
SBP BSC will provide a Performance / completion Certificate to the Service Provider on his written request.

25. CONFIDENTIALITY

- 25.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by SBP BSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
- 25.2 The 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 SBP BSC's prior written consent.
- 25.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or service provider, SBP BSC may reject its bid and/or terminate the contract.

26. INDEMNIFICATION

- 26.1 Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a SBP BSC, in whatsoever form, manner or capacity.
- 26.2 Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.
- 26.3 Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon.
- 26.4 All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract.



or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.

27. INDEPENDENT SERVICE PROVIDER

- 27.1 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that SBP BSC will not provide the Service Provider or the Service Provider's employees 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.
- 27.2 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's employee(s) is entitled under his/her contract with Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider's employee (s) shall be entitled to seek employment with SBP BSC 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 SBP BSC or was deployed to SBP BSC.

28. ATTENDANCE OF MEETINGS

- 28.1 The Service Provider shall attend all the meetings, when called by SBP BSC, to discuss the quality of services and other matters related to the Contract, without any compensation from SBP BSC.
- 28.2 The minutes of such meetings will be recorded by the Authorized Officer and circulated among the participants.

29. DECLARATION

- 29.1 The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from SBP BSC through any corrupt business practice.
- 29.2 The terms and conditions and the Schedules thereto represent the entire Contract and understanding between SBP BSC and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- 29.3 If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- 29.4 Unless expressly provided, no term of this Contract is enforceable by any third party.
- 29.5 This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without SBP BSC's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.
- 29.6 The Contract shall be governed by the laws of Pakistan and Service Provider and SBP BSC agree to submit to the exclusive jurisdiction of the courts in Pakistan.

30. HEALTH, SAFETY, ENVIRONMENT AND SECURITY (HSE&S)

- 30.1 The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as SBP BSC's instructions, procedures or policies related thereto, at no additional cost to SBP BSC. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.
- 30.2 SBP BSC may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that SBP BSC's recommendations and industry standards in this regard are implemented without any delay.
- 30.3 The Service Provider shall provide SBP BSC information about its working practices, materials and equipment and shall operate in a manner which does not compromise SBP BSC's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide SBP BSC with any information which it may have related to a potential or actual security threat to SBP BSC.
- 30.4 The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.
- 30.5 SBP BSC reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of this Clause-30 by the Service Provider and related HSE&S requirements of SBP BSC communicated to the Service Provider from time to time.
- 30.6 The Service Provider shall pay special attention to the following environmental protection measures:
- Use of clean fuels to minimize air polluting emissions.
 - Control of other air pollutants.
 - Recovery and recycling of usable materials.
 - Control of vehicle noise.



- e) Control of noise from power facilities.
- f) Limitation of Vibrations.
- g) Preservation of natural land to the extent possible.
- h) Preservation of archaeological Sites.
- i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.

31. ELECTRIC POWER SUPPLY, WATER SUPPLY, TELEPHONE ETC.

Water and electric power for rendering the services under the contract will be provided by SBP BSC. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by SBP BSC.

32. FIRST AID FACILITIES

The Service Provider shall provide his resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

33. DEBARMENT / BLACKLISTING:

- 33.1 The SBP BSC can inter alia blacklist Service Providers/ bidders found to be indulging in corrupt or fraudulent practices. Such matters would be referred to SBP BSC Blacklisting Committee, which is empowered to take action accordingly per Rule 19 of PPR-2004.
- 33.2 However, such barring action shall be undertaken only after bidder who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee will be final and conclusive.



STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by SBP BSC. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities.)



**AGREEMENT FOR OUTSOURCING OF JANITORIAL, GARDENING AND MAINTENANCE SERVICES AT STATE
BANK OF PAKISTAN, BANKING SERVICES CORPORATION FIELD OFFICE NAME**

This agreement for outsourcing janitorial, gardening and maintenance services at SBP Banking Services Corporation (Field office name) office is made at (location), the _____ day of the month of _____ 2022.

BETWEEN

SBP Banking Services Corporation formed under SBP Banking Service Corporation Ordinance 2001, having its office located at ----
----- represented by the Chief Manager (hereinafter referred as "SBP BSC") (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of The First Part.

AND

M/s. _____ a partnership, firm, company having its office located at _____ represented by Mr. _____, an adult, resident of _____ (hereinafter referred as "Service Provider") (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The Second Part.

WHEREAS SBP BSC is desirous of outsourcing its Janitorial, Gardening and Maintenance Services in its buildings and premises from an independent Service Provider for which purpose SBP BSC issued a Invitation to Bid (ITB) No. ED/ ___ / ___ calling for bids in the manner as provided for in the Public Procurement Rules,2004 (PPR-2004).

AND WHEREAS the Service Provider submitted its bid in response to the SBP BSC's ITB and the bid of the Service Provider has been accepted by SBP BSC, where after, SBP BSC has offered to the Service Provider to perform the services as per this Agreement.

AND WHEREAS the Service Provider having represented to SBP BSC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Agreement at a contract price.

NOW THEREFORE the parties hereto agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- The Conditions of Contract;
- Instructions to bidders and bid data sheet
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Services Data
- Schedule E to Bid: Proposed Methodology/ Program of Performing the Services
- Schedule F to Bid: Integrity Pact (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)

The mutual rights and obligations of SBP BSC and the Service Provider shall be as set forth in the Conditions of Contract and Invitation to Bid (ITB),, in particular:

- a) The Service Provider shall carry out the Services only through its regular / contracted employees, in accordance with the provisions of the Conditions of Contract and ITB; and
- b) SBP BSC shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

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

For and on behalf of SBP Banking Services Corporation _____

[Authorized Representative] (Name, Designation and signature)

Witness-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____

For and on behalf of _____

[Authorized Representative] (Name, Designation, Signature, CNIC Number)

Witnesses-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____



For Firm
Sign & Stamp

For Bank
Sign & Stamp

FORM OF BID SECURITY
(Bank Guarantee/ Not to be followed in case of Pay Order/CDR)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to SBP Banking Services Corporation (SBP BSC))

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter referred to as "SBP BSC") in the sum stated above, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to SBP BSC; and

WHEREAS, SBP BSC has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to SBP BSC, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the bid;
- (2) that in the event;
- (a) the Principal withdraws his Bid during the period of validity of Bid, or
- (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub Clause 16.6 of Instructions to Bidders, or
- (c) failure of the successful bidder to
- (i) furnish the required Performance Guarantee, in accordance with Sub Clause 20.1 of Instructions to Bidders, or
- (ii) sign the proposed Contract, in accordance with Sub Clauses 20.2 of Instructions to Bidders,

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

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

PROVIDED THAT the Guarantor shall forthwith pay to SBP BSC the said sum stated above upon first written demand of SBP BSC without cavil or argument and without requiring SBP BSC to prove or to show grounds or reasons for such demand, notice of which shall be sent by SBP BSC by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Principal has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from SBP BSC forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature

1.

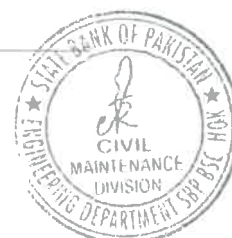
3. Title _____

Corporate Secretary (Seal)

2.

(Name, Title and Address)

2. Name: _____



For Firm
Sign & Stamp

For Bank
Sign & Stamp

FORM OF PERFORMANCE GUARANTEE
(Bank Guarantee)
Validity (Contract period)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to SBP Banking Services Corporation)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Service Provider) with
address: _____

Penal Sum of Guarantee (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid Enquiry and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the State Bank of Pakistan Banking Services Corporation (hereinafter referred as "SBP BSC") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to SBP BSC, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the SBP BSC's above said Letter of Acceptance for _____ (Name of Project) _____ (Name of Contract) for the _____

NOW THEREFORE, if the Principal (Service Provider) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by SBP BSC, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay upon the SBP BSC's first written demand without cavil or arguments and without requiring SBP BSC to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the SBP BSC's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to SBP BSC's designated SBP BSC and Account Number.

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Principal (Service Provider) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from SBP BSC forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



For Firm
Sign & Stamp

For Bank
Sign & Stamp

TWO VOLUMES **Issue to M/s:**
Volume-I: Instructions to Bidders & Conditions of Contract
Volume-II: Financial Bid



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

Financial Bid

For

PROVIDING, PLACING & MAINTENANCE OF INDOOR PLANTS IN VARIOUS BUILDINGS

At

STATE BANK OF PAKISTAN, HEAD OFFICE KARACHI

Bidding Documents

Volume-II

May 2022



SCHEDULE-A TO BID**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.** Rates quoted should be inclusive of all applicable taxes, duties, levies etc.
- iv.** 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.
- v.** Sub-total/Total amounts shall also be referred in words.
- vi.** 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.
- vii.** Each cutting should be signed by the authorized person.



SCHEDULE-A TO BID**1. Proposed Number of Resources for Bids Evaluation:**

For evaluation purpose, the bidders must quote the rates for various services on the basis of number of resources mentioned in Table-1, and number of Plants mentioned in Table 2;

Table-1

Sr. No.	Description of Worker	Proposed Numbers
1.	Gardeners/Mali	

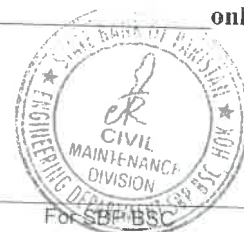
The numbers of various resources mentioned in table-1 by the bidder are resources for this services at the premises. In case the services are not up to the mark, the Bank shall serve a written notice to the Contractor to improve the quality of Services and remove the defects within a specified time period. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Bank's notice.

2. Schedule of Prices:**Table-2**

Sr. No.	Description	Unit	Quantity	Fee per Month (Rs.)	Annual Amount (Rs.)
1.	Providing, Placing cleaning, watering maintenance etc. and replacement on monthly basis of the following Indoor Plants (Money Plant (Yellow, Variegated, Green, Pan Shape), Philodendron (Variegated, Green), Cane Palm (Multi Stem), Arica Palm (Multi Stem), Kentia Palm (Multi Stem), Araucaria, Dieffenbachia (Multi Stem), Sung of India, Sung of Thai, Aglaonema etc.) having Height of Plants between 4ft to 4.5ft. at various floors of the SBP Main Building, SBP BSC Head Office Building, SBP LRC Building, SBP Museum & Art Gallery Building and SBP Bolton Market Building Karachi.	Each	415		
Total Amount (Rs.)					

Rupees (in words): _____

only



For Contractor

For SBP/BSC

Note:

Rates quoted should be inclusive of all taxes, duties, salaries, social benefits, compensations, applicable taxes, EOBI contributions, employee's social security contributions, contractor's overheads, profits, consumables etc. under applicable laws.



For Contractor

For SBP BSC