



SBP BANKING SERVICES CORPORATION

**CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF
DIESEL GENERATOR SETS, ALLIED EQUIPMENT AND ELECTRICAL
DISTRIBUTION ROOM**

AT

SBP, BANK HOUSE, 12 FATIMA JINNAH ROAD, KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-I

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
FORM OF BID
QUALIFICATION CRITERIA
CONDITIONS OF CONTRACT
STANDARD FORM
SCOPE OF SERVICES/BILL OF QUANTITIES

April 2023



**SBP BANKING SERVICES CORPORATION
(SBP BSC)**

Invitation to Bids (IFB)

"As per published tender notice in Newspaper, PPRA & SBP websites"

Sr. No.	DESCRIPTION
1.	Title Page
2.	Invitation to Bids
3.	Index
4.	Bidding Documents Section-I (Instructions to Bidders)
5.	Bidding Documents Section-II - (Bid Data Sheet)
6.	Bidding Documents Section-III- (Form of Technical Bid)
7.	Bidding Documents Section-IV- (Qualification Criteria)
8.	Bidding Documents Section-V- (Form of Financial Bid) (Attached as Volume II)
9.	Bidding Documents Section- VI-Part 1 (Specific Services Data/ Scope of Services)
10.	Bidding Documents Section-VI-Part-2- (General & Special Conditions of Contract)
11.	Bidding Documents Section VII-Service Management Plan of Service Provider
12.	Bidding Documents Section VIII-Forms of Contract

(Bidding Documents-Section-I)**INSTRUCTIONS TO BIDDERS**

TABLE OF CONTENTS

Description

Clause No.

A. INTRODUCTION

- 1 Scope of Bid
- 2 Eligible Bidders
- 3 Qualification of the Bidder
- 4 One Bid per Bidder
- 5 Cost of Bidding

B. BIDDING DOCUMENTS

- 6 Contents of Bidding Documents
- 7 Clarification of Bidding Documents and Pre-bid Meeting
- 8 Amendment of Bidding Documents

C. PREPARATION OF BID

- 9 Language of Bid
- 10 Documents Comprising the Bid
- 11 Bid Prices
- 12 Currency of Bid and Payment
- 13 Bid Validity
- 14 Bid Security
- 15 Format, Signing and Submission of Bid

D. SUBMISSION OF BID

- 16 Sealing and Marking of Bids
- 17 Deadline for Submission of Bids
- 18 Late Bids
- 19 Modification and Withdrawal of Bids

E. BID OPENING AND EVALUATION

- 20 Bid Opening
- 21 The Process to be Confidential
- 22 Clarification of Bids
- 23 Preliminary Evaluation
- 24 Correction of Errors
- 25 Evaluation and Comparison of Bids
- 26 Contacting the Bank

F. AWARD OF CONTRACT

- 27 Award Criteria
- 28 Bank's Right to reject all the Bids
- 29 Bank's Right to Vary Inputs/ Outputs at Time of Award
- 30 Notification of Award and Signing of Agreement
- 31 Disqualification Prior to Contract Signing
- 32 Performance Guarantee
- 33 Advance Payment and Security
- 34 Grievances Redressal
- 35 Code of Conduct
- 36 Overriding Effect of PPR-2004
- 37 Beneficial Ownership Information

Section – I INSTRUCTIONS TO BIDDERS

A. Introduction

1. Scope of Bid	<p>1.1. SBP 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 (BDS) (hereinafter referred to as “the Services”), at the Buildings and other areas specified in the BDS (hereinafter referred to as Premises).</p> <p>1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.</p> <p>1.3. The procurement title, reference number, method and procedure are specified in the BDS.</p>
2. Eligible Bidders	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the qualification criteria given in Bidding Documents.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the SBP BSC for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of PPR-2004, shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the SBP BSC, as the SBP BSC shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p>
4. One Bid per Bidder	<p>4.1. . Each Bidder shall submit only one Bid individually.</p> <p>4.2. A bidder who submits or participates in more than one bid will be disqualified.</p>
5. Cost of Bidding	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the SBP BSC in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

B. Bidding Document

6. Content of Bidding Documents	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:</p> <ol style="list-style-type: none"> i. Invitation to Bids. ii. Instructions to Bidders (ITB)
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	<ul style="list-style-type: none"> iii. Bid Data Sheet (BDS) iv. Form of Bid v. Form of Contract vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Bill of Quantities/Description of Services ix. Bid Evaluation Criteria x. Format of Security Forms <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
<p>7. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC in writing at the given address and by one of the means indicated in the BDS. The SBP BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the SBP BSC's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the SBP BSC</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: www.ppra.org.pk and as provided in Bid Data Sheet (BDS).</p> <p>7.3. As specified in the BDS, the SBP BSC will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the SBP BSC. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the SBP BSC by issuing an Addendum under ITB Clause 8.</p>

<p>8. Amendment of Bidding Documents</p>	<p>8.1. At any time before the deadline for submission of bids, SBP BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated in writing that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page (www.sbp.org.pk).</p> <p>8.3. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</p> <p>8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.</p> <p>8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, SBP BSC may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.</p>
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C. Preparation of Bids

<p>9. Language of Bid</p>	<p>9.1. 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 in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.</p>
<p>10. Documents Comprising the Bid</p>	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> i. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original/Bid Securing Declaration. vi. Power of Attorney in accordance with the Clause 15 of ITB. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.

11. Bid Prices	<p>11.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the SBP BSC when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule.</p> <p>11.2. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department.</p> <p>11.3. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract.</p>
12. Currencies of Bid and Payment	<p>12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by SBP BSC would be in Pak Rupees.</p>
13. Bid Validity	<p>13.1. Bids shall remain valid for the period specified in the BDS.</p> <p>13.2. In exceptional circumstances, SBP BSC may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.</p>
14. Bid Security	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank; ii. be substantially in accordance with one of the formats of bid security included in bidding documents or other form approved by the SBP BSC before bid submission; iii. be payable promptly upon written demand by the SBP BSC; iv. be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. Bids submitted with insufficient bid security will be rejected. vii. Bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. viii. The most advantageous Bidder's bid security will be released/ returned upon the submission of performance Guarantee. <p>14.2. The bid security may be forfeited:</p> <ol style="list-style-type: none"> i. If a bidder withdraws his bid during the period of bid validity; or ii. If a bidder does not accept the correction of his Bid Price,

	<p>pursuant to Sub-Clause 24 of ITB hereof;</p> <p>iii. In the case of a most advantageous bidder, if he fails to:</p> <p style="padding-left: 40px;">a. Furnish the required Performance Guarantee in accordance with Clause 32 of ITB, or</p> <p style="padding-left: 40px;">b. Sign the Agreement, in accordance with Sub-Clauses 30.2 & 30.3 of ITB</p>
<p>15. Format and Signing of Bid</p>	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the original bid shall prevail.</p> <p>15.2. 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. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.</p> <p>15.3. 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.</p> <p>15.4. In accordance with ITB Clause-16, 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.</p> <p>15.5. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

D. Submission of Bids

<p>16. Sealing and Marking of Bids</p>	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [Number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the SBP BSC at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the SBP BSC will assume no responsibility for the misplacement or premature opening of the Bid.</p>
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<p>17. Deadline for Submission of Bids</p>	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by SBP BSC at the address specified in the BDS, no later than the bid submission deadline specified in the BDS. Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 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.</p> <p>17.2. SBP BSC may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the SBP BSC and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>18. Late Bids</p>	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by SBP BSC after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
<p>19. Modification and Withdrawal of Bids</p>	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the SBP BSC before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid can be modified after the deadline for submission of bids.</p> <p>19.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security.</p>

E. Bid Opening and Evaluation

<p>20. Bid Opening</p>	<p>20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<p>21. The process to Be Confidential</p>	<p>21.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004.</p> <p>21.2. 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.</p> <p>21.3. 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.</p> <p>21.4. 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.</p> <p>21.5. Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
<p>22. Clarification of Bids</p>	<p>22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.</p>

<p>23. Preliminary Examination</p>	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
<p>24. Correction of Errors</p>	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 14.</p>
<p>25. Evaluation and Comparison of Bids</p>	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. SBP BSC will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. 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:</p> <p>(a) Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof.</p>

	<p>(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.</p> <p>25.3.The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</p> <p>25.4.The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5.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.</p>
<p>26. Contacting the Bank</p>	<p>26.1.Subject to Clause 22 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:</p> <p>(a) Technical Evaluation Report/Results would be posted for seven days on SBP's website/shared with participating bidders.</p> <p>(b) Financial / Final Evaluation Report would be posted on PPRa and SBP websites for fifteen days.</p> <p>26.2.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.</p>

F. Award of Contract

<p>27. Award Criteria</p>	<p>27.1.The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
<p>28. Bank's Right to Reject all the Bids</p>	<p>28.1.SBP BSC reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but SBP BSC 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.</p>
<p>29. Bank's Right to Vary Inputs/ Outputs at Time of Award</p>	<p>29.1. SBP BSC reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.</p>
<p>30. Notification of Award and Signing of Agreement</p>	<p>30.1.Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing ("Notification of Award"), to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2.Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, SBP BSC will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p>

	<p>30.3.The formal Agreement between SBP BSC and the most advantageous bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the most advantageous bidder from SBP BSC.</p> <p>30.4.Upon the most advantageous Bidder’s furnishing of the Performance Guarantee and signing of Contract, SBP BSC will discharge its bid security.</p>
<p>31. Disqualification Prior to Contract Signing</p>	<p>31.1.After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</p> <p>31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid.</p>
<p>32. Performance Guarantee</p>	<p>32.1.After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</p> <p>32.2. Failure of the most advantageous Bidder to comply with the requirement of ITB 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
<p>33. Advance Payment and Security</p>	<p>33.1. SBP BSC will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.</p>
<p>34. Grievances Redressal</p>	<p>34.1.Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004. The details of GRC is given on the PPRA website: www.ppra.org.pk and as given in Bid Data Sheet (BDS).</p>
<p>35. Code of Conduct</p>	<p>35.1.It is the SBP BSC’s policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the SBP BSC follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p>“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including,-</p> <ul style="list-style-type: none"> 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

	<p>value to influence the acts of another party for wrongful gain;</p> <p>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</p> <p>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;”</p> <p>35.2. Under Rule 19 of PPR-2004, the SBP BSC can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>35.3. Under Rule 19 of PPR-2004, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of SBP BSC management:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Nature of Offense/ Fault</th> <th style="text-align: center;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Corrupt and Fraudulent Practices</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. </td> </tr> <tr> <td style="vertical-align: top;">Performance Deficiencies</td> <td style="vertical-align: top;">Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</td> </tr> <tr> <td style="vertical-align: top;">Bidder failed to abide with Bid Form / Bid Securing Declaration.</td> <td style="vertical-align: top;">Failed to abide with Bid Form / Bid Securing Declaration.</td> </tr> </tbody> </table> <p>However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.</p> <p>35.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the SBP BSC and the bidder shall be solely responsible for seeing that a proper receipt is provided.</p> <p>35.5. Under Rule 7 of PPR 2004, bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBP BSC.</p> <p>35.6. SBP BSC’s policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the SBP BSC’s interests’ paramount, strictly</p>	Nature of Offense/ Fault	Means of Verification	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. 	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.
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Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.								
For Bidder (Sign and Stamp)	For Bank (Sign and Stamp)								

	<p>avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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 and termination of contract arising out of this procurement.</p> <p>35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ul style="list-style-type: none"> i. A bidder that has been engaged by the 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, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the SBP BSC's staff who is directly or indirectly involved in any part of <ul style="list-style-type: none"> 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 the SBP BSC. iv. Bidders shall not recruit or hire any agency or current employees of the SBP BSC. Recruiting former employees of the 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 the SBP BSC by the bidder as part of the bid.
<p>36. Overriding Effect of PPR-2004</p>	<p>36.1. Whenever in conflict with these documents, the stipulation of PPR-2004 shall prevail.</p>

37. Beneficial Ownership Information	37.1. For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall: (a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, (b) Reject the bid of the said company.
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Section II – Bid Data Sheet (BDS)

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

ITB Clause	Description
1.1	<ul style="list-style-type: none"> • Procurement Title: Continuous and Uninterrupted Management Services of Diesel Generator sets, Allied Equipment and Electrical Distribution Room at SBP, Bank House, 12 Fatima Jinnah Road, Karachi • Reference Number: HOK-E-85 • Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004 • Procurement Procedure: “Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004.
7.3	No Pre-bid meeting will be held.
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Amount as stated in Published Tender Notice in favor of SBP BSC shall be enclosed along with the Technical Bid 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. The Bid Security in original is required to be submitted with Technical Bid. • Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)
15.1	<ul style="list-style-type: none"> • Only original Bid is to be submitted.
16.1	<ol style="list-style-type: none"> 1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. 2. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The content of the Technical and Financial Proposal is mentioned in BDS. 3. <u>Following should be the contents of the Technical Bid Envelope:</u> <ol style="list-style-type: none"> i. Form I of Section III – Authorization Form for Bidder’s Representative ii. Form II of Section III – Form of Technical Bid iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order or Bid Securing Declaration. iv. Form IV of Section III – Technical Compliance Form v. Form V of Section III – Undertaking vi. Form VI – Declaration of Beneficial Owners’ Information vii. Duly signed and stamped, Volume-I of the Bidding document. viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV 4. <u>Following should be the contents of the Financial Proposal Envelope/Volume-II:</u> <ol style="list-style-type: none"> i. Form-I of Section V – Financial Bid Submission Form

	<p>ii. Duly filled, signed and stamped, Volume-II of the Bidding document</p> <p>Important Note: Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.</p>
17.1	<ul style="list-style-type: none"> • The Bank's address for Bid submission is as mentioned in Notice for Invitation to Bids (Published Tender Notice). • The Bank will communicate the opening of the Financial Proposal to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. • The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bids.
20.1	<ul style="list-style-type: none"> • Bids will be opened as defined in Notice for Invitation to Bids.
29.1	<ul style="list-style-type: none"> • Fifteen percent (15%) increase or decrease in scope of services.
32.1	<ul style="list-style-type: none"> • The most advantageous 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 28 days beyond the Contract Period. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract.
34.1	<ul style="list-style-type: none"> • The address of Grievance Committee is; Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I.Chundrigar Road, Karachi

Section III- Form for Technical Bid

1. Form I – Authorization Form for Bidder’s Representative
2. Form II – Technical Bid Submission Form / Form of Bid
3. Form III – Bid Security Form/Bank Guarantee
4. Form IV – Technical Compliance Form
5. Form V – Undertaking
6. Form VI – Declaration of Beneficial Owners’ Information

Form - I
(Authorization Form for Bidder's Representative)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

ITB No: HOK-E-85
Continuous and Uninterrupted Management Services of Diesel Generator sets, Allied Equipment and Electrical Distribution Room at SBP, Bank House, 12 Fatima Jinnah Road, Karachi

Title: _____

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/regulation> having its registered office at <**complete business address**> do hereby nominate **Mr./Ms. <Complete Name>**, <**Designation**>, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder: _____

Date: _____

Form - II
(Technical Bid Submission Form / Form of Bid)
(Letter of Offer)

Bid Reference No. HOK-E-85

Continuous and Uninterrupted Management Services of Diesel Generator sets, Allied Equipment and Electrical Distribution Room at SBP, Bank House, 12 Fatima Jinnah Road, 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 or Bid Securing Declaration as the case may be.
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 contract 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 _____, 20XX

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: _____

Address: _____

C.N.I.C No: _____

Form - III

(Bid Security Form)

(Bank Guarantee/ Not to be followed in case of Pay Order/CDR)

Over Stamp Paper

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 Bidder, we the Guarantor above-named are held and firmly bound unto the SBP Banking Services Corporation, (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 Bidder 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 twenty eight (28) 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, or
 - (c) failure of the most advantageous bidder to
 - (i) furnish the required Performance Guarantee, or
 - (ii) sign the proposed Contract,

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

NOW THEREFORE, if the most advantageous 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 Bidder 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 Bidder 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.

2.

(Name, Title and Address)

1. Signature

2. Name: _____

3. Title

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

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in "Section-VI-Part I- "Specific Services Data/Scope of Services".	
2	All the stated Terms and Conditions of the Contract including BOQ and forms etc.	

Seal and Signature of Bidder: _____

General Note

- *The Minimum Eligibility / Technical Compliance will be evaluated totally on a compliance-based method. The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*

- *The bid found to be the Most Advantageous i.e. having qualified the minimum / technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*

Form - V
(Undertaking)

(Over Stamp Paper of Rs. 100)

Dear Sir,

- 1.0 I/We, M/s -----, hereby undertake that I/We, M/s shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
- a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.
 - b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions.
 - c. Group Life and Medical Insurance.
 - d. Casual, medical and maternity or any other leaves as per applicable laws.
 - e. Any other requirement as per applicable laws.
- 2.0 I/We, M/s -----, shall issue appointment letters to my employees working under this contract in compliance of the above stated laws.
- 3.0 I/We, M/s -----, understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ SBP BSC shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 4.0 I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).
- 5.0 Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of the contract.

Seal & Signature of Bidder: _____

Date: _____

Form - VI
(Declaration of Beneficial Owners' Information)

In case of services/works worth Rs.50 million or above, the bidder shall provide Beneficial Ownership information on the below prescribed Form:

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. Date on which shareholding, control or interest acquired in the business.	

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

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

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

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

			Total number of shares taken (in figures and words)	
--	--	--	---	--

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

Name & signature

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

**SECTION IV (SCHEDULE A TO BID) – QUALIFICATION INFORMATION AND BID
EVALUATION CRITERIA**

1. Basic Conditions for Qualification

- 1.1 Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bid are eligible to participate in the bidding process.
- 1.2 Information supplied by the Bidders for the qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group ownership". Financial Bids of only technically qualified bidders shall be opened and the Contract shall be awarded to the most advantageous bidder.
 - a) SBP BSC will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
 - b) Firms/Companies applying for 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.
 - c) The response to this notice must be sufficiently detailed to convince SBP BSC that the firms/companies applying for 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.
 - d) 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.
 - e) The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through email/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.

2. Qualification Criteria:

2.1 General

Qualification will be based on all the criteria given in paras **2.1 to 2.2** 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.

SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. 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 Qualification Criteria

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

Sr.	Minimum Eligibility/ Qualification Criteria	Means of verification	Attached
1.	Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization, is not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. 0.75 Million at any one instance in three months period or credit line facility available during same period.	Bank statement produced between date of publication of tender notice and bid submission date.

9.	Particular Experience of the Firm	The bidder must have been awarded at least 02 Jobs of similar nature and complexity of continuous and uninterrupted management services, with contract value of Rs, 1.0 Million each or above per annum of reputed/multinational organizations, during past 05 years, with at least 01 Job involving O&M of Generator(s) of capacity at least 100KVA.	Required Documents fulfilling criteria
10.	Manufacturer's Representative Certificate or Equivalent	Bidder must have valid Manufacturer's Representative Certificate or Equivalent for CAT/Cummins/FG Wilson or equivalent scale manufacturers.	
11.	General Equipment / Warehouse / Spare parts	<p>The bidder will provide/confirm:</p> <ul style="list-style-type: none"> • That it has workshop and repair facility with computer diagnostic equipment • That it is maintaining own warehouse with spare parts inventory • That it shall arrange the spare parts, which are not available in stock. 	Confirmation on its letterhead.

Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents

**Form II – (SCHEDULE B TO BID) Price Schedule (Volume II)
The Financial Bid**

Provided as Volume-II of Bidding Documents

SECTION-VI- (SCHEDULE C TO BID) PART-1 SPECIFIC SERVICES DATA/ SCOPE OF SERVICES

1. Scope of Services :

The service provider shall be responsible for Continuous and Uninterrupted Management Services of Diesel Generators including complete Operations, Services & Maintenance of Diesel Generators and all related equipment such as ATS, Change overs, Distribution Boards, Electric Panels, Sub Panel, DBs, Circuit Breakers, Control Panels, Power control wiring, lighting, switch & sockets, components and accessories, repair, preventive maintenance, annual servicing of Diesel Generators complete in all respect as per terms and conditions of the contract.

2. List of Equipment:

S No.	Diesel Generator set in KVA	Make	Location
1	160 KVA	Perkins	Bank House, 12 Fatima Jinnah Road, Karachi
2	80 KVA	Perkins	
3	20 KVA	Elemex	

3. Services Schedule:

The following service execution schedule shall be followed:

Sr No.	Nature of Service	Execution Schedule
1	Services in Electrical Distribution Room (Supervisory Services)	Round the Clock 365 days a Year
2	Services for Generators (Operator services)	Round the Clock 365 days a Year
3.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for DG sets and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)

4. Details & Frequency of Services:

Services:	
The major items of Services under this Contract are as follows:	
Please note that material like Engine oil, filters, spare parts, fitting & fixtures etc. shall be provided by the Client in addition to Electricity and water supply. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the service provider. Provision of suitable space for Service Provider within or close to generators with a telephone extension from existing building for easy communication with the concerned officials of the Client. The Service Provider has to maintain at the premises, necessary tools/equipment and safety equipment required for said service.	
General Services	
i.	Maintenance services for Generators, all allied equipment and electrical installations including fuel tanks, fuel piping system, equipment in electrical

	distribution room and parts of generators including electrical such as control circuit breakers, oil, air and fuel filters, batteries, dc motors, fuel pumps, fan belts, actuators, modules, relays, sensors and switches and any other device or component operating, DBs, Circuit Breakers, Control Panels, Power control wiring, lighting, switch & sockets, components and accessories
ii.	Services for ensuring switching of power in case of utility failure and for testing purposes including registering of complaint to concerned authority (Electricity provider) and follow up for resolution.
iii.	The periodical and preventive maintenance/service of the generators and allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service manuals of the manufactures in presence of the Client's representative and details of these shall be duly entered in the daily log sheets/book. The Service Provider shall complete the annual servicing, maintenance, repairs and service during this period so that the generators are in full working order following service. Checklists and reports for the services must be submitted to the Client.
iv.	Immediate and appropriate disposal of waste, such as used oil and other such items according to municipal codes and environmental standards.
v.	Cleaning and general upkeep of generators, Electrical distribution room, electrical installations, fixtures and surrounding areas.
vi.	A complete daily general Monitoring of the entire installation shall be carried out by the Service Provider who will immediately convey any abnormality in generators and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.
vii.	The Service Provider shall attend maintenance or repair work of the generators and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to set right the service, or at any time due to exigencies/ emergencies and will provide services for smooth working in the minimum possible time. The Service Provider shall inform the Client well in advance about any maintenance/repair/service work scheduled to be done by the Service Provider after office hours or on holiday(s).
viii.	A complete safeties monitoring of the generators, Allied Equipment and electrical installations shall be carried out by the Service Provider at least once a month during which the defective part(s) shall be replaced by new one(s), if required.
a) Services in Genset Room/Yard (Supervisory Services) :	
i.	Attending to phone calls and responding as necessary.
ii.	Monitoring panels and Diesel Generators for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
iii.	Monitoring and logging fuel quantities in fuel tanks for generators on daily basis
iv.	Reporting to Client and Calling for external help in emergency situations and whenever necessary.
v.	Supervision of activities and liaison with the Client's staff in emergency situations.
vi.	Supervision of repair and servicing activities at Client premises.
vii.	Removal and disposal of waste.
b) Services for Generators (Operator services): In addition to, and concurrent with, a) mentioned above, following services:	
i.	Maintain and operate generators during utility supply outages, testing and maintenance activities.
ii.	

iii.	Monitoring generators for abnormal temperature, pressure, amperes, voltages, frequency, noise, vibration or any other abnormal condition.
iv.	Monitoring and maintaining of appropriate fuel, oil and coolant levels in generators daily and during running conditions.
v.	Checking and testing the generators for proper smooth services on daily
vi.	Immediate attending of generators in case of emergency
vii.	Registering of complaint to concerned authority (Electricity provider) in case of utility failure or phase reversal or any issue at utility side and follow-up for resolution of complaint.
viii.	Supervision of inspection and maintenance activities necessary to maintain the generators in trouble-free and smooth operating condition.
ix.	Reporting to Service Provider's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.
x.	Cleaning the generators along with disposal of waste (used oil cans, coolant bottles, filters etc.).
xi.	Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
xii.	Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
c) Technical Support Services: In addition to above a & b, Round the clock on call support is required for the following services:	
i.	Provide assistance in emergency situations
ii.	Provide assistance in troubleshooting or repair and rectification work.
iii.	Carry spare parts, tools or documentation between work sites.
iv.	Smooth and uninterrupted services for generators through periodical inspections and monitoring.
v.	Resolution of fault of generators
vi.	Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff.
vii.	Any other work assigned by the Client
Frequency of Services for Generators	
Daily Maintenance & Service Schedule	Clean the generator set, control panel electrical distribution panel.
	Check for fluid leakage and leaks in the exhaust system.
	Check the fuel tank level, fill as necessary.
	Check the engine oil and coolant levels, replenish as necessary.
	Check the battery electrolyte fill with distilled water as necessary.
	Check the battery connection and terminals make it clean and tight if necessary.
	Check for any abnormal noise and vibration after start of engine.
	Check the control panels (power wizard) for indication of operation, particularly abnormal temperature and oil pressure.
	Check the control panel for correct voltage and frequency: (400 L-L and 50 Hz)
	Observe the functioning of battery charger.
	Check restriction indicator for air filters.
	Checking of generator on no load for 5 minutes and observe for any abnormality.
Immediately report and take corrective measure in case of any abnormality/non-compliance of above check list.	
Monthly	Check the electrical boxes, panels and cabinets are properly enclosed and not damaged.

	<p>Check and record battery system specific gravity and voltage of the pilot cell of each battery. Equalize charge, if required.</p> <p>Verify that battery caps vents are open.</p> <p>Check level of electrolyte. Refill to proper level. Abnormal use of water indicates overcharging.</p> <p>Clean the generator set , power and control panels, and generator & electrical distribution room</p> <p>Check and clean the Gen set breakers</p> <p>Clean generators canopies both inside and outside</p> <p>Check the generators on-load</p> <p>Check the control panel (Power Wizard) for indication of operation. Particularly abnormal temperature and oil pressure</p> <p>Record AC voltage, frequency, and amperage.</p> <p>Record oil pressure, water, oil and air temperature after 15 minutes running time.</p> <p>While unit is working, thoroughly observe working for any indication of defects or possible malfunctions.</p> <p>Check exhaust system and muffler for leaks.</p> <p>Verify that transfer switch normal position pilot light is illuminated and isolating switch is closed - standby () and system is set for automatic start and transfer.</p> <p>Verify that all alarm pilot lights off.</p> <p>After unit has been run, check lubricant and coolant according to manufacturer's instructions.</p> <p>Maintain engine oil and fuel log in Generator Room.</p> <p>Service the air cleaner, replace as required.</p>
Semi Annually Maintenance & Service Schedule	<p>Test and record coolant freeze protection and level. Add coolant as required</p> <p>Check the electrical boxes, panels and cabinets are properly enclosed and not damaged.</p> <p>Check restriction indications for air filter</p> <p>Cleaning of fuel storage tank if necessary</p> <p>Checking of flexible and rubber hose pipes</p> <p>Replace fuel and oil filters (as per manufacturer's recommendation)</p> <p>Check Air filter and replace if necessary</p> <p>Check the control panel and correct voltage and frequency</p> <p>Check and clean the electric panel, ATS & Changeover panels installed at power house</p>
Annually Maintenance & Service Schedule	<p>Inspect and adjust rack on unit injector or fuel distributor pump according to manufacturer's instructions.</p> <p>Adjust governor for proper operating speed according to manufacturer's instructions.</p> <p>Change governor oil (if applicable).</p> <p>Flush cooling system and check hoses (if required).</p> <p>Tighten control and power wiring connections.</p> <p>Inspect and clean generator rotor, stator, and exciter.</p> <p>Check the calibration of voltage-sensing relays/devices.</p> <p>Clean voltage regulator.</p> <p>Check generator bearings and bearing grease. Lubricate in accordance with manufacturer's instructions.</p> <p>Visually check bus bars, bracing, and feeder connections for cleanliness and signs of overheating.</p>

	Exercise the Emergency Power Supply System (EPSS) circuit breakers, including main and feed breakers between the Emergency Power Supply (EPS) and the transfer switch load terminals.
	Clean commutator and collector rings. Check brush wear and tension in accordance with manufacturer's instructions.
	Measure and record resistance reading of generator windings. Note: First separate brushes from commutator to avoid damage to control circuits.
	Perform other work prescribed by the manufacturer.
	Check and adjust valve clearance & Torque bolts after 500 operating hours or as per manufacturer recommendation.

5. Electrical Services:

Electrical Services:	
The major items of Services under this Contract are as follows:	
Please note that switch, sockets, fitting & fixtures and Consumable shall be provided by the Client. The Service Provider has to maintain at the premises, necessary tools/equipment and safety equipment required for said service.	
a	Repair/ maintenance works related to electrification works and intercom etc.
b	Connect wiring in electrical circuits and networks ensuring compatibility of components when required
c	Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables, cleaning circuits etc.
d	Perform effective troubleshooting to identify hazards or malfunctions and repair or substitute damaged units
e	Daily checking of floors for any abnormality regarding electrification and services mentioned
f	Daily Resolution of complains of electrification or ACs
g	Cleaning/dusting of fans , DBs , electrical appliances etc.
h	Upkeep of electrical Network
Daily Services	Repair/ maintenance works related to electrification works etc. Daily Resolution of complains of electrification or ACs
Weekly Services	Cleaning and servicing of electric Panels/ DBs with Blowers or Vacuum cleaner Checking of lighting/Switch Boards etc. and removal of abnormality Checking and Tightening of nut/bolts of Electric Panels or DBs
Fortnightly Services	Cleaning/dusting of fans and electrical appliances etc.
Monthly Services	Checking of cables and their routes Checkup of complete system for any threat and abnormality

6. Tools & Equipment (T&E) for Execution of Services

The Service Provider shall bring and maintain all necessary T&E at site which are required for execution of services under the Contract. During pendency of the Contract, if Client finds that the T&E brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. Such T&E shall include but not limited to testing and diagnostic instruments if required. In case of failure to

arrange and maintain the necessary T&E, Client reserve the right to take punitive action as per the Contract which includes and is not limited to imposition of liquidity damages, termination of contract and forfeiture of Performance Security."

SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

----- Sub-Contracting is not allowed -----

SCHEDULE E TO BID

PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

As a part of Technical Proposal and in accordance with Schedule of Approximate Areas for Services and frequency, bidder shall provide a complete program of services with proposed resources deployment as per the table below;

1. Resources

S. No	Component of Premises	Service Requirement	Services Daily Schedule	Proposed Services Management Plan
DG sets and Allied Equipment services				
1.	Genset Room/yard	Services in genset room/yard (Supervisory Services)	Round the clock 365 days a year	
2.	Gensets and Allied Equipment	Services for Generators and Allied Equipment (Operator services)	Round the clock 365 days a year	
3.	Generators and Allied Equipment	Technical Support Services	Round the clock on call support	

SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

----- Sub-Contracting is not allowed -----

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

Section VI – CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “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) “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. d) “Client / SBP BSC” means SBP Banking Services Corporation, that signs the Contract for the Services with the selected Service Provider. e) “Contract” means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein. f) “Day” means a Gregorian calendar day unless indicated otherwise. g) “GCC” means these General Conditions of Contract; h) “Government” means the Government of the Islamic Republic of Pakistan ; i) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; j) “Services” means the work to be performed by the Service Provider under this Contract. k) “Service Provider’s Bid” means the completed Bidding Documents submitted by the Service Provider to the Client l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; m) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client n) “Service Points” are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously. o) “Service Provider” means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person. p) “Service Provider’s Employee” employees of the

	Service Provider.
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in at Section VI-Part-1 , and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Instructions, Inspection and Audit by the Client	1.7.1. 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. 1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws	1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. 1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Priority of Contract Documents	1.9.1. The Contract and 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.
1.10. Services	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
1.11. Service Execution Schedule	1.11.1. The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the

	<p>requirements of the Client which will be communicated to the Service Provider from time to time.</p> <p>1.11.2.The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment.</p> <p>1.11.3.If required 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, Client is entitled to impose Liquidated Damages as per clause – 3.11.</p> <p>1.11.4.The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract.</p> <p>1.11.5.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 Client’s security protocol/requirement.</p> <p>1.11.6.If Client 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.</p>
<p>1.12. Attendance of Meetings</p>	<p>1.12.1. <i>The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.</i></p>
<p>1.13. Responsibilities, Liabilities And Warranties By The Service Provider</p>	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client’s requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene 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 Client. Service Provider shall not act in a way which is prejudicial to Client’s interests or business;</p>

	<p>1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned In the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client’s requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client 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.</p>
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2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC or work order.
2.2. Duration of Contract	2.2.1. The duration of this contract shall be twelve (12) months, renewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
2.3. Extension of Contract	2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to SBP BSC to call new tenders and award of a fresh contract.
2.4. Modification/ Variations	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	2.5.1. Definition For this Contract, “Force Majeure” means an event that is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure

	<p>shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. <u>No Breach of Contract</u> The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ol style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. <u>Extension of Time</u> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<p>2.6. Termination</p>	<p>2.6.1. <u>By the Client</u> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <ol style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. e) If 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. f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2. h) Client in its sole discretion, 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 Client’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. <p>2.6.2. <u>By the Service Provider</u> The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service</p>

	<p>Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. Payment upon Termination</p> <p>Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security. d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.
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3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	<p>3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements</p>

3. Obligations of the Service Provider	
	<p>and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.2. 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 in whatsoever form, manner or capacity.</p> <p>3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.4. 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</p> <p>3.2.5. 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.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract., The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Prohibition of Conflicting Activities</u> a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider 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 Bank's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider,</p>

3. Obligations of the Service Provider	
	the Bank may reject its bid and/or terminate the contract Service Provider.
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, 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 all legal rights including but not limited to deduction from any money of the Service Provider with the Bank.</p> <p>3.5.2. 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, to protect themselves, obtain “Contractual Liability Insurance” to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. 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 shall authorize SBP BSC to deduct the claimed amount from the amount payable to Service Provider.</p>
3.6. Service Providers’ Actions Requiring Client’s Prior Approval	<p>3.6.1. The Service Provider shall obtain the client’s prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider’s responsibility.</p> <p>3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider’s employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider’s employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of SBP BSC for performance of this contract.</p>

3. Obligations of the Service Provider	
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to:</p> <ul style="list-style-type: none"> f. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government. g. Ensure EOBI/Social Security registration of its resources and regular payment of contributions. h. Group Life and Medical Insurance. i. Casual, medical and maternity or any other leaves as per applicable laws. j. Any other requirement as applicable under the relevant law. <p>3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
3.9. Reporting Obligations	<p>3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	<p>3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.</p>
3.11. Penalties / Liquidated Damages	<p>3.11.1. 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.</p> <p>3.11.2. 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.</p> <p>3.11.3. Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to SBP BSC as and when required.</p> <p>3.11.4. Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement of</p>

3. Obligations of the Service Provider	
	salaries/wages/remuneration within the date specified in the Contract.
3.12. Performance Guarantee	3.12.1. The Service Provider shall furnish a Performance Guarantee equal to 5% of the Contract Price stated in Letter of Award / Acceptance in the shape of Bank Guarantee/Bank draft issued from schedule bank in Pakistan, which will be valid 28 days beyond 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.
3.13. Early Warning by the Service Provider	<p>3.13.1. 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.</p> <p>3.13.2. SBP BSC shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.</p>
3.14. Declaration	<p>3.14.1. 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.</p> <p>3.14.2. 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.</p> <p>3.14.3. 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.</p> <p>3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>3.14.5. 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.</p> <p>3.14.6. 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.</p>

4. Scope of services	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described at Section VI-Part-1.

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1.If a change occurs to any Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law especially labor laws regarding revision in minimum wage or any other statutory benefits for the labor force, notification which causes addition or reduction in the cost of Service such additional or reduced cost shall be added to or deducted from the Contract Price. 5.2.2.The Service Provider shall substantiate price adjustment with supporting relevant documents including government notifications etc. in evidence.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance and Exemptions	5.4.1. No assistance regarding exemption will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	5.5.1. Before the commencement of the Contract, SBP BSC will provide access of Service Provider 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. 5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of SBP BSC to his office, store or other areas under his control while providing the Services under the Contract.
5.6. Performance / Completion Certificate	5.6.1. SBP BSC will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contract Price	6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions.

6. Payments to the Service Provider	
	<p>6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.</p>
6.3. Payment for Additional Services	<p>6.3.1. In case of additional services beyond daily service duration 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/Price Schedule as following equation:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{9 \text{ hours}}$
6.4. Terms and Conditions of Payment	<p>6.4.1. The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.</p> <p>6.4.2. 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:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{\text{Number of days for which services remained unperformed}}$ <p>6.4.3. Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of SBP BSC on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client.</p> <p>6.4.4. With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.</p>
6.5. Currency of Payment	<p>6.5.1. All Payments shall be made in Pak. Rupees.</p>
6.6. Taxes and Duties	<p>6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.</p> <p>6.6.2 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.</p>

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. 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.</p> <p>7.2.2. 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. For each deficiency and poor service, SBP BSC will impose a penalty as per Clause 3.11.</p> <p>7.2.3. 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.</p> <p>7.2.4. 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 shall be forfeited and SBP BSC shall also debar the Service Provider from participation in future Contracts.</p>

8. Resolution of Disputes	
8.1. Disputes Resolution Procedure	<p>8.1.1. If any dispute arises between the parties (Service Provider and SBP BSC), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by the competent authority at SBP BSC who will examine the matter in detail and give a decision.</p> <p>8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.</p>

9. Health, Safety, Utilities, First Aid Facilities	
9.1. Health, Safety, Environment and Security (HSE&S)	<p>9.1.1. 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.</p> <p>9.1.2. 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.</p>

	<p>9.1.3. 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.</p> <p>9.1.4. 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.</p> <p>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ul style="list-style-type: none"> a) Use of clean fuels to minimize air polluting emissions. b) Control of other air pollutants. c) Recovery and recycling of usable materials. d) 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. <p>9.1.6. SBP BSC reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of SBP BSC communicated to the Service Provider from time to time.</p>
<p>9.2. Electric Power Supply, Water Telephone etc.</p>	<p>9.2.1. 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.</p>
<p>9.3. First aid Facilities</p>	<p>9.3.1. The Service Provider shall provide its 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.</p>

10. Corrupt and Fraudulent Practices

<p>10.1. Corrupt & Fraudulent Practices</p>	<p>10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> i. "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- ii. "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
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	<p>influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>iii. <i>“collusive practices”</i> 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;</p> <p>iv. <i>“corrupt practices”</i> 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;</p> <p>v. <i>“fraudulent practices”</i> 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</p> <p>vi. <i>“obstructive practices”</i> 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;”</p>										
<p>10.2. Mechanism Blacklisting and cross-debarring</p>	<p>10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client’s contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>10.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <table border="1" data-bbox="603 1491 1359 2049"> <thead> <tr> <th data-bbox="603 1491 817 1597">NATURE OF OFFENSE / FAULT</th> <th data-bbox="817 1491 1359 1597">MEANS OF VERIFICATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="603 1597 817 1700">Corruption</td> <td data-bbox="817 1597 1359 1700">Actual instance verifiable as per law of land and applicable rules and regulations of SBP</td> </tr> <tr> <td data-bbox="603 1700 817 1839">Deviation from commitment</td> <td data-bbox="817 1700 1359 1839">If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</td> </tr> <tr> <td data-bbox="603 1839 817 1942">Fraud</td> <td data-bbox="817 1839 1359 1942">Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier</td> </tr> <tr> <td data-bbox="603 1942 817 2049">Collusion</td> <td data-bbox="817 1942 1359 2049">Results of Bid/Proposal analysis resulting in substantive evidence of collusion</td> </tr> </tbody> </table>	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.	Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
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Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant		
<p>10.3. Beneficial Ownership information</p>	<p>10.3.1. Beneficial Ownership information</p> <p>For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <ol style="list-style-type: none"> i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company. 		

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is <i>SBP BSC HEAD OFFICE, KARACHI</i>
1.1.1(c)	The Service Provider is <i>[insert name]</i>
1.1.1(d)	The Title & Reference of the procurement is; <i>Continuous and Uninterrupted Management Services of Diesel Generator sets, Allied Equipment and Electrical Distribution Room at SBP, Bank House, 12 Fatima Jinnah Road, Karachi</i> <i>Reference No: HOK-E-85</i>
1.5	The addresses are: Client: SBP Banking Services Corporation (BSC) Head Office Karachi
1.6	The Authorized Representatives will be nominated in the Work order.
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan. The Performance Security would remain valid 28 days beyond the contract expiry date.
6.5	Payment shall be made in Pak Rupees.
8.1.2	Place of arbitration would be Karachi.

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.)

SECTION VIII- Contract for Continuous and Uninterrupted Management Services of Diesel Generator sets, Allied Equipment and Electrical Distribution Room at SBP, Bank House, 12 Fatima Jinnah Road, Karachi

This Contract _____ at SBP Banking Services Corporation Head office is made at Karachi the ____ day of the month of _____ 2022.

BETWEEN

SBP Banking Services Corporation established under SBP Banking Service Corporation Ordinance 2001, having its office located at ----- represented by the _____ (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 _____ from an independent Service Provider for which purpose SBP BSC issued an 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 contract.

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 contract at an agreed 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 contract:

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)

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 contract 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 #: _____

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

FORM OF PERFORMANCE GUARANTEE
(Bank Guarantee)

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 Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the SBP 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 Service Provider has accepted SBP BSC's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the 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 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.

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SBP BANKING SERVICES CORPORATION (BSC)



CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF DIESEL GENERATOR SETS, ALLIED EQUIPMENT AND ELECTRICAL DISTRIBUTION ROOM

AT

SBP, BANK HOUSE, 12 FATIMA JINNAH ROAD, KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

April 2023

Section V- Form for Financial Bid

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

Date: _____

To:

SBP Banking Services Corporation,
Head Office

Dear Sir:

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

We undertake, in case our Bid is accepted, to deliver the services in accordance with the Tender Documents and other terms and conditions of the contract.

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

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

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

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

Dated this _____ day of _____ 202__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

**Form II – Price Schedule
The Financial Bid**

Name of Bidder _____

Reference Number: _____

The bidders must quote the rates for various services mentioned in tender documents, nature of services/service execution area, scope of services and other requirement mentioned in the tender documents Vol-I;

Sr. No.	Description	Fee per Month inclusive of all applicable taxes etc. (Rs.)	Annual Amount (Rs.)
1	Services in Electrical Distribution Room and Allied Equipment (Supervisory Services) Fee		
2	Services for Generators and Allied Equipment (Operator services) Fee		
3	Technical Support Services Fee		
Total Fee for One Year (Rs) =			

Rupees (in words): _____ **only**

Note:

- All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Prevailing Withholding tax rates (ATL) are as below:

S. No.	Service Category	Rate of Withholding Tax %		
		Company	Other than Company	Registered with PEC
1	Janitorial & Gardening Services	8	10	N.A.
2	Building Maintenance Services , Services for Lifts, Escalators, Generators, HVAC , Split AC	8	10	3
3	PABX Maintenance Services	8	10	N.A.
4	PA Maintenance Services	8	10	N.A.

- Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
- Since participating bidders are required to ensure compliance with relevant laws, therefore, SBP BSC may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.

While assessing the economic viability, if SBP BSC found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, SBP BSC reserves the right to reject such bid/s.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____