

SBP BANKING SERVICES CORPORATION ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF HVAC SYSTEM

AT

MAIN BANK BUILDING & LRC BUILDING AT SBP HEAD OFFICE 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

For Banchard Partial

JANUARY 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)
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(Bidding Documents-Section-I)

INSTRUCTIONS TO BIDDERS

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Section – I INSTRUCTIONS TO BIDDERS

	A. Introduction
1. Scope of Bid	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). 1.2. Bidders must quote for the complete scope of Services. Any Bid
	covering partial scope of Services will be declared non-responsive.
	1.3. The procurement title, reference number, method and procedure
	are specified in the BDS.
2. Eligible	2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and
Bidders	2.5, this bidding process is open to all bidders who meet the
	qualification criteria given in Bidding Documents.
	2.2. Joint Ventures and Consortiums shall not be permitted to submit the
	bid.
	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.
	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.
	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.
	2.6. Bidders shall provide evidence of their continued eligibility
	satisfactory to the SBP BSC, as the SBP BSC shall reasonably request.
	2.7. Bidder must meet all the qualification criteria as defined in Bidding
	Documents.
3. Qualification of the Bidder	3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.
of the blutter	3.2. To qualify for the award of the Contract, bidders must meet the
	mandatory evaluation criteria, as specified in the Bidding
	Documents.
4. One Bid per	4.1 Each Bidder shall submit only one Bid individually.
Bidder	4.2. A bidder who submits or participates in more than one bid will be
	disqualified.
5. Cost of Bidding	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.
	Staaming process.
B. Bidding Document	
6. Content of	6.1. The given contents of the Bidding Documents subscribe to Rule 23
Bidding	of PPR 2004. These should be read in conjunction with any
Documents	addendum issued under ITB Clause 8:
	i. Invitation to Bids.
	ii. Instructions to Bidders (ITB)

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	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
	6.2. Bidders are expected to examine all instructions, forms, terms,
	specifications, and other information in the Bidding Documents.
	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.
7. Clarification of	7.1. A prospective Bidder requiring any clarification of the Bidding
Bidding	Documents may approach SBP BSC in writing at the given address
Documents	and by one of the means indicated in the BDS. The SBP BSC will
and Pre-bid	respond in writing to any request for clarification of the Bidding
Meeting	Documents that it receives no later than seven (07) days before the
Meeting	
	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
	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).
	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 .



8. Amendment of			
Bidding	any reason, either at its initiative or in response to a clarification		
Documents	requested by a prospective Bidder, amend the Bidding Documents.		
	Such amendments shall take precedence over the existing		
	document.		
	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). 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.		
	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.		
	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.		
	C. Preparation of Bids		
9. Language of			
Bid	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.		
10. Documents	10.1. The bid submitted by the Bidder shall comprise the following:		
Comprising	i. Forms for Technical Bid under Section III		
the Bid	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		
	submitted by bidders, as specified in the Bid Data Sheet.		



 11. Bid Prices 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. 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. 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. 12. Currencies of Bid and Payment to be made by SBP BSC would be in Pak Rupees. 13. Bid Validity 13.1.Bids shall remain valid for the period specified in the BDS. 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 will not be required to extend the validity of Bid Security for the period of the extension, and in compliance with TIB Clause 14 in all respects. 14. Bid Security 14. Bid Security shall be denominated in the currency of the bid. i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit	 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. 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. 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. 12. Currencies of Bid and Payment 13. Bid Validity 13. Bid Shall remain valid for the period specified in the BDS. 13. List shall remain valid for the period specified in the BDS. 13. List shall remain valid for the period specified and in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder so than a specified additional period. The required or permitted to otherwise modify the Bid, but will be required or permitted to otherwise modify the Bid. but will be required or permitted to otherwise modify the Bid. but will be required or permitted to otherwise modify the Bid. but will be extension, and in compliance with 1TM Clause 14 in all respects. 14. Bid Security 15. Bid Saball the adder in a cordance with one of the formats of bid security included in bidding documents or other form approved by the SBP BSC before bid submission; ii. be payable prompty upon w			
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	ii. If a bidder does not accept the correction of his Bid Price,
	pursuant to Sub-Clause 24 of ITB hereof;
	iii. In the case of a most advantageous bidder, if he fails to:
	a. Furnish the required Performance Guarantee in
	accordance with Clause 32 of ITB , or
	b. Sign the Agreement, in accordance with Sub-Clauses
	30.2 & 30.3 of ITB
15 Format and	15.1 The Didder shall prepare one original and at least one conv. of the
15. Format and Signing of Bid	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
Signing of Did	"ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy
	between them, the original bid shall prevail.
	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.
	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.
	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.
	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. D. Submission of Bids
16. Sealing and	16.1.The Bidder shall seal the original and each copy of the bid in
Marking of	separate envelopes, duly marking the envelopes as "ORIGINAL "
Bids	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]."
	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.
	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.
For Bidder (Sign and Stamp)	For Ban (2) in the formation of the form
	CONTRACTOR AND A CONTRACTOR A

17. Deadline for	17.1.Bids must be received (through an authorized representative or	
Submission of	courier/postal service) by SBP BSC at the address specified in the	
Bids	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.	
	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.	
18. Late Bids	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.	
19. Modification	19.1.The Bidder may modify or withdraw its bid after the bid's	
and	submission, provided that written notice of the modification,	
Withdrawal of	including substitution or withdrawal of the bids, is received by the	
Bids	SBP BSC before the deadline prescribed for submission of bids	
	under ITB Clause 17.	
	19.2.No bid can be modified after the deadline for submission of bids.	
	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.	
	E. Bid Opening and Evaluation	
20. Bid Opening	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.	
	20.2.For in person meeting, the bidders' representatives shall sign an	
	attendance sheet as proof of their participation.	
21. The process to	21.1.The disclosure of information relating to the examination,	
Be	clarification, evaluation, comparison of bids and recommendations	
Confidential	for the award of a contract shall be subject to Rule 41 of PPR-2004 .	
	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.	
	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.	
21.4.In case of any disclosure related to the bidding process		
	contractual obligations at any stage by any bidder and/or service	
	provider, SBP BSC may reject its bid and/or terminate the contract.	
	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.	
22. Clarification of		
Bids	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.	
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23. Preliminary	23.1.The Bank will examine the bids to determine whether;
Examination	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
	23.2.Bidders have to submit bids for COMPLETE REQUIREMENTS ,
	partial and incomplete bids will be rejected.
	23.3.Bids submitted without a signed Bid Form by the authorized
	nominee of the bidder will be rejected.
	23.4.Bids with material deviation, exception, objection, conditionality, or
	reservation will be rejected.
	23.5.Bids submitted late will also be rejected.
24. Correction of	24.1.Bids determined to be substantially responsive will be checked by
Errors	the Bank for any arithmetic errors. Arithmetical errors will be
	rectified by the Bank on the following basis:
	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.
	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.
25. Evaluation	25.1.The technical bids of the only qualified bidders after preliminary
and	evaluation under ITB Clause 23 , shall be evaluated in detail.
Comparison of	25.2.SBP BSC will evaluate and compare only the bids previously
Bids	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
	following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
	(a) Making any correction for arithmetic errors pursuant to Sub-
	Clause 24.2 of ITB hereof.
	Clause 24.2 of 11 B hereof.

	(b) Discount, if any, offered by the bidders as also read out and	
	recorded at the time of bid opening.	
	25.3.The submitted Technical Bid and other Commercial/Financial	
	Requirements of the bidding documents will be evaluated on	
	compliance based criteria.	
	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.	
	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.	
26. Contacting the	26.1.Subject to Clause 22 of ITB heretofore, no bidder shall contact SBP	
Bank	BSC on any matter relating to its Bid from the time of the Bid	
	opening to the time the bid evaluation results are announced by SBP	
	BSC. The evaluation results shall be announced as under:	
	(a) Technical Evaluation Report/Results would be posted for	
	seven days on SBP's website/shared with participating	
	bidders.	
	(b) Financial / Final Evaluation Report would be posted on	
	PPRA and SBP websites for fifteen days. 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.	
	F. Award of Contract	
27. Award Criteria	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.	
28. Bank's Right to	28.1.SBP BSC reserves the right to annul the bidding process and reject	
Reject all the	all bids at any time before award of contract under Rule 33 of	
Bids	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	
29. Bank's Right to	be given promptly to all the bidders.29.1. SBP BSC reserves the right at the time of contract award to	
29. Bank's Right to Vary Inputs/	increase or decrease scope of services without any change in unit	
Outputs at	price or other terms and conditions, provided such variation	
Time of Award	should be in line with the provisions of PPR-2004.	
30. Notification of		
Award and	validity, the Bank will notify the most advantageous Bidder in	
Signing of	writing ("Notification of Award"), to be confirmed in writing by	
Agreement	registered letter/email, that its bid has been accepted.	
	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 Constitutions ,	
	incorporating all agreements between the parties.	

	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.		
	30.4.Upon the most advantageous Bidder's furnishing of the		
	Performance Guarantee and signing of Contract, SBP BSC will		
24 Diama life ation	discharge its bid security.		
31. Disqualification Prior to	31.1.After issuance of Notification of Award and before execution of		
Contract	procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of		
Signing	PPR-2004 or any other reason has led to the disqualification of the		
Jighing	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.		
	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.		
32. Performance	32.1.After the receipt of Notification of Award, the most advantageous		
Guarantee	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.		
	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.		
33. Advance	33.1. SBP BSC will provide an Advance Payment on the Contract		
Payment and	Price if stipulated in the Special Conditions of the Contract.		
Security			
34. Grievances	34.1.Any bidder aggrieved by any act during the procurement process		
Redressal	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:		
35. Code of	www.ppra.org.pk and as given in Bid Data Sheet (BDS).		
Conduct	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		
Conduct	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:		
	"corrupt and fraudulent practices" in respect of		
	procurement process, shall be either one or any combination of		
	the practices including,-		
	i. "coercive practices" which means any impairing or		
	harming or threatening to impair or harm, directly or		
	indirectly, any party or the property of the party to		
	influence the actions of a party to achieve a wrongful gain		
	or to cause a wrongful loss to another party;		
	ii. "collusive practices" which means any arrangement		
	between two or more parties to the procurement process		
	designed to stifle open competition for any wrongful gain,		
	and to establish prices at artificial, non-competitive levels;		
	iii. "corrupt practices" which means the offering sixing,		
	receiving or soliciting, directly or indirectly, and the solution		
	value to influence the acts of another part for woong the		
For Bidder (Sign and Stamp)	For Ban (Burger)		
(o.g. and otamp)			

gain;	
iv. "frau inclu reckl obtai oblig v. "obs threa influe affect 35.2. Under Rule 1 the bidders practices. Su communicate 35.3. Under Rule manner for participating	 adulent practices" which means any act or omission, ding a misrepresentation, that knowingly or lessly misleads, or attempts to mislead, a party to in a financial or other benefit or to avoid an gation; and tructive practices" which means harming or atening to harm, directly or indirectly, persons to ence their participation in a procurement process, or t the execution of a contract;" 19 of PPR-2004, the SBP BSC can inter alia blacklist found to be indulging in corrupt or fraudulent the barring action shall be duly publicized and ed to the PPRA. 19 of PPR-2004, the following mechanism and remanently or temporarily barring, from in their respective procurement proceedings will be been the guidance of SBP BSC management:
Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	 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.
	rring action shall be undertaken only after providing ortunity of being heard to the bidder who is to be isted.
considered as such receipt i and the bidde receipt is pro 35.5.Under Rule 7 pact in accord document for million or any 35.6.SBP BSC's professional,	7 of PPR 2004 , bidder undertakes to sign an Integrity dance with the prescribed format given in the Bidding r all the procurements estimated to exceed Rs. 10.00 y other limit prescribed by SBP BSC. policy requires that selected bidder provide objective, and impartial advice, supplies, and services
avoid conflict	nes hold the SBP BSC's interests' paramount_strictly ts with other assignments or their corporate the source of the source of the source of the source of the source out any consideration for future work. Bidders must

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36. Overriding Effect of PPR-	 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. 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: 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. 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. 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 the preparation 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 ther civil servants to work for the bidders is acceptable provided no conflict stem
Effect of PPR- 2004	PPR-2004 shall prevail.
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	 Procurement Title: Continuous and Uninterrupted Management Services of HVAC System of Main Bank Building & LRC building at SBP Head Office Karachi Reference Number: <i>HOK-M-97</i> 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	 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	 Only original Bid is to be submitted.
16.1	 The Original Bid is to be submitted. 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. 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.
	 Following should be the contents of the Technical Bid Envelope: Form I of Section III – Authorization Form for Bidder's Representative Form II of Section III – Form of Technical Bid 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. Form IV of Section III – Technical Compliance Form Form V of Section III – Undertaking Form VI – Declaration of Beneficial Owners' Information vii. Form VI – Declaration of Beneficial Owners' Information viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV Following should be the contents of the Financial Proposal Envelope/Volume-II: Form-I of Section V – Financial Bid Submission Form Duly filled, signed and stamped, Volume-II of the Environ

	In	nportant Note:						
		Above mentioned forms are pre-requisite, non-availability of the						
		above-mentioned documents will result in the rejection of a bid.						
17.1	• The Bank's address for Bid submission is as mentioned in Notice for Invitation to Bids (Published Tender Notice).							
	•							
	•	The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bids.						
20.1	•	Bids will be opened as defined in Notice for Invitation to Bids.						
29.1	•	Fifteen percent (15%) increase or decrease in scope of services.						
32.1	•	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	•	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
	<u>(Authorization Form for Bidder's Representative)</u>
	(ON SERVICE PROVIDER'S LETTERHEAD)
Date:	
ITB No:	НОК-М-97
Title:	Continuous and Uninterrupted Management Services of HVAC System of Main Bank Building & LRC building at SBP Head Office Karachi

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-M-97

Continuous and Uninterrupted Management Services of HVAC System of Main Bank Building & LRC building at SBP Head Office Karachi

To:

Gentlemen,

- 1. Having examined the Bidding Documents including Addenda Nos. ______ for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of ______ and address ______ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
- 2. We understand that all the Schedules attached hereto form part of this Bid.
- 3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of two hundred eight (208) days 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 ______, 202___

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))

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. Signature

2. Name: ______ 3. Title

2.

1.

(Name, Title and Address)



Form IV <u>(Technical Compliance Form)</u> (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 compliancebased 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 <u>(Undertaking)</u>

(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:

Association of Persons/ Persons/ Persons/ Partnership Firm/ Partnership other other individual, body Of Porsons/ Partnership Bo in the individual, body Of Partnership body Of Partnership Bo in the individual, body Of Partnership Bo individual, body Of Pa	1	2	3	4	5	6	7	8	9	10
be specified))	Name	(Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to	Date of incorporation/ registration	Name of registering Authority	Addres	Country		of shareholding, control or interest of BO in the legal person or legal	of shareholding, control or interest of legal person or legal arrangement in the	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).

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)		

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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. <u>Basic Conditions for Qualification</u>

- 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. <u>Qualification Criteria:</u>

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	DulyfilledMethodology/Program of PerformingtheServicesschedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs.1.5 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.	General Experience of providing HVAC services	Minimum of 05 Years of Services experience. The bidder must provide "Letter of Award/ Contract agreement/ Taking Over/ Completion Certificate" of the projects of which the experience is being claimed.	Required Documents fulfilling criteria



10.	Particular Experience of the Firm	Services provided amounting	
		to minimum of Rs.2.5	
		Million/year/contract (at least	
		02 contracts during last five	
		(05) years).	Required Documents
		The bidder must provide	fulfilling criteria
		Work orders/ Completion	5
		certificates/ contract	
		agreements etc. of the	
		projects of which experience	
		is being claimed.	



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. <u>Scope of Services :</u>

The service provider shall be responsible for the continuous and uninterrupted management services of the complete HVAC System (Chillers, cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves, allied piping and its complete electrical system) including Plant Room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service.

2. <u>List of Equipment:</u>

Services are required at the following major equipment:

S No.	Plant Details:	Capacity	Make	Location
1.	LiBr Direct Fired Absorption Chiller and Allied Equipment	500 TR	LG	
2.	LiBr Direct Fired Absorption Chiller and Allied Equipment	500 TR	LG	SBP Main Building &
3.	LiBr Direct Fired Absorption Chiller and Allied Equipment	500 TR	LG	LRC Building
4.	Water Cooled Centrifugal Chiller and Allied Equipment	350 TR	LG	
5.	Cooling Towers	Upto 1500 TR	05 No.	
6.	Water Pumps with Motors	up to 100 HP	14 No.	
7.	Air Handling Units	up to 60 TR	60 No.	
8.	Fan Coil Units	Upto 06 TR	350	
9.	Electrical Control System	-	-	
10.	Pipping System for Chilled & Condenser Water	-	-	-
11.	Air Distribution System	-	-	-
12.	Diesel Generator	750KVA	Mitsubishi	-
13.	Vault Blower (40 HP motor) with allied equipment	40 HP	-	-
14.	Centrifugal in-line Fans	-	20 No.	
15.	Air Curtains	-	45 No.	2 States

3. <u>Services Schedule:</u>

The following service execution schedule shall be followed:

Sr No	Nature of Service	Execution Schedule
1.	Supervisory Services at HVAC Plant and inside the Building	
2.	Operation Services at Chillers, Pumps, Motors, AHU's, FCU's, cooling Towers and Allied Piping:	Monday to Saturday from 07:30AM to 06:30PM
3.	Electrical Services	
4.	Technical Assistance Services:	
5.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for HVAC system and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)

4. <u>Details & Frequency of Services:</u>

Services:

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

Please note that spare parts and material required for continuous operation & maintenance services and for major repairs and annual servicing shall be provided by the Client along with following:

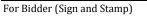
- Electricity and water supply.
- Supply of Water treatment chemicals, paints & special lubricants or oils.
- Provision of suitable space for Service Provider within or close to Plant Room with a telephone extension for easy communication with the concerned officials of the Client

However, the Service Provider has to maintain at the premises, necessary tools/equipment and safety equipment required for said service.

General Services	
i.	The Service Provider shall provide services for smooth and uninterrupted operation as well as maintenance, services and general upkeep for the above listed equipment.
ii.	Maintenance services for complete HVAC System (Chillers, cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves, allied piping and its complete electrical system) including Plant Room cleaning and maintenance
iii.	Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards
iv.	The periodical and preventive maintenance/service of the HVAC Plant 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 equipment are in full working order following service. Checklists and reports for the services must be submitted to the Client.
v.	Services for cleaning and general upkeep of Chillers, Pumps, motors, piping, allied valves, Electrical distribution plant room, and surrounding areas.
vi.	Dosing water treatment chemicals

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vii.	Removal and fixing of false ceiling as required by the Service Provider for carrying out his work. The Service Provider shall be responsible for making good any damage to the false ceiling framing and tiles
viii.	The Service Provider shall ensure that the HVAC plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation. The Service Provider shall also ensure economical consumption of the materials & spare parts
ix.	The temperature on each floor at different locations shall be recorded at least twice daily.
X.	The equipment operational observation shall be recorded at suitable intervals
xi.	A complete daily general Monitoring of the entire installation shall be carried out by the Service Provider who will immediately convey any abnormality in HVAC Plant and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.
xii.	The Service Provider shall attend maintenance or repair work of the HVAC plant 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).
xiii.	A complete safeties monitoring of the HVAC Plant, 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) Super	visory Services at HVAC Plant and Inside the Building
i.	Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.
ii.	Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation
iii.	Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system
iv.	Supervision of activities and liaison with the Client's staff in emergency situations
V.	Supervision of inspection and maintenance activities necessary to maintain/repair all equipment in trouble-free and smooth operating condition
vi.	Continuous and uninterrupted service for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.
vii.	Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment
viii.	Attending to phone calls and responding as necessary
ix.	Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
х.	Reporting to Client and Calling for external help in emergency situations and whenever necessary
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i.	Attending to phone calls and responding as necessary
ii.	Maintain and operate Chillers and its allied equipment (Cooling towers, Pumps Motors, Air handling units, Fan coil units, valves and allied piping)
iii.	Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition
iv.	Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis
v.	Checking and testing the Plant for proper smooth services daily
vi.	Immediate attending of Chillers and allied equipment in case of emergency
vii.	Supervision of inspection and maintenance activities mentioned below necessary to maintain the HVAC system in trouble-free and smooth operating condition.
viii.	Reporting to Service Provider's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition
ix.	Cleaning the HVAC Plant along with disposal of waste
Х.	Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
xi.	Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
c) Elect	rical Services:: In addition to, and concurrent with, (a) (b) above, the Service
Provider	qualified services at the HVAC Plant Room for:
i.	Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sul panels, DBs, motor control center, apparatus control panel, power contro wiring electric Switch gear of HVAC system including earthing system.
ii.	Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plants
iii.	The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.
	nical Assistance Services: In addition to, and concurrent with, (a) (b) (c) above, the g services at the HVAC Plant Room and inside the building for:
i.	Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system mentioned above in (a) (b) (c).
ii.	Providing assistance in painting of all equipment, exposed ducting and piping i the original paint has been scratched, or has deteriorated.
iii.	Providing assistance in painting of air devices, Pumps, pipelines etc.
	nical Support Services: In addition to, and concurrent with above a & b,c & d Round
	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 through periodical inspections and monitoring.
v.	Resolution of fault of plants and allied equipment

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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	y of Services for Plant Operations	
	Check for the working of all electrical & mechanical components of the	
	equipment.	
	Dosing of chemical for treatment of cooling tower and chiller feed water system.	
ice	Maintain log sheets/log book for daily operation.	
<u>Daily</u> Service	Any service or running repairs required during the operation of the plant.	
S Se	Cleaning of the equipment machinery and complete Plant Room.	
	Washing & cleaning of air filters.	
	Flushing and cleaning of strainers.	
7	Service of automatic and safety controls of equipment and system	
e <u>Kly</u>	Checking of oil and other lubricant levels and changing.	
eel	Checking of belt driven equipment and adjustment of belt tension and	
ier	alignment	
V S	Checking of water levels and controls valves.	
<u>Weekly/ Biweekly,</u> Monthly Service	Changing of parts due to normal wear and tear when necessary	
<u>/ee</u>	Checking and adjustment of all pressure and safety devices.	
> 2	Adjustment and lubrication/ greasing of bearings & glands of equipment.	
	Annual Maintenance work to be carried out one by one on chillers from	
	December 15 to February 15 or as weather situation or instruction by the Client	
<u>ce</u>	Parts to be changed where necessary	
rvi	Instruction given in the Manufacturer's Manuals to be followed. Record of	
<u>Annually</u> <u>Service</u>	various checks and tests to be maintained for further reference. A satisfactory report on annual maintenance will be provided to the Client	
Frequency	y of Services for Chillers (Gas/Steam and Electrical)	
	Complete over all visual and general inspection of the chillers	
	Startup of the chillers.	
	Maintaining the daily data log sheets for the chiller operation for	
	temperatures, pressures, levels etc.	
	Vacuuming / purging of the chillers as per requirement	
	Checking of Gas Pressure Checking LiBr solution level of chiller	
	Checking operation of burners with safeties	
	Maintaining chilled water outlet temperature as per requirement through	
	chiller operation	
	Checking and monitoring of the chiller pumps such as Refrigerant pump,	
	Solution pump, Purge pump etc.	
	Checking of all safeties	
	Checking water/refrigerant level of chiller	
	Monitor Set Points of the HVAC system	
	Monitor for the working of all electrical & mechanical components of the	
	equipment.	
Ce	Any service or running repairs required during the services of the HVAC	
rvi	System	
Se	General Upkeep of the equipment machinery and complete HVAC System Premises.	
Daily Service	Recording continuous and uninterrupted management services of the	
Da	chiller parameters on hourly basis	
	- Connection - Con	

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	Monitoring the control panel of the chiller from dust and other externamaterial which could be harmful for chiller controlsChecking of BurnerChecking Amperes, Performance and Abnormality of Absorber Pump
	Checking of Burner
	Checking Amperes, Performance and Abnormality of Absorber Pump
	Defining another Duran Magunan
	Refrigerant Pump, Vacuum Pump
	Confirmation of setting values of safety devices and control devices
	Checking of programming of Microprocessor.
	Refrigerant Blow down (If necessary)
	Checking of all i.e. Temperature, Pressure, Fluid level etc.
	Checking of alcohol(if required, Alcohol will be provided by Client)
	Checking of all safeties
	Checking LiBr solution level of chiller
	Checking refrigerant level of chiller
	Checking operation of burners with safeties
	Cleaning of Condenser fins if required
	Monitor Set Points and safety cutouts of HVAC system.
	Monitor the HVAC system for refrigerant or Oil leakage.
	Flushing and cleaning of strainers.
C)	Monitoring of Valves for normal working.
VI C(Inspection & Service of automatic and safety controls of HVAC system.
<u>Monthly Service</u>	Monitoring of oil and other lubricant levels and changing (if required).
2	Changing of parts due to normal wear and tear when necessary.
th	Monitoring and adjustment (if required) of all pressure and safety devices
on	Adjustment and lubrication/ greasing of bearings & glands etc. of HVA
Σ	system
	Pressure checking of Chiller with N2 (N2 will be provided by the CLIENT)
	Servicing of Purge Pump
	Checking & Servicing of Absorbent pump.
	Checking & Servicing of Refrigerant pump.
	Servicing of Burner
	Checking and Servicing of H.T/LT HVAC System Eliminators
	Servicing of HVAC System
	Servicing of Suction Port of Burner Checking of Damper Motor of Burner
	Checking of Burner Flame (Visual Inspection)
	Checking of Gas Pressure
	Checking of Diesel Line and associated Tank
	Checking of Butterfly Valve of Burner
	Flame Adjustment
	Adjustment of Air Damper and Gas Damper
	Servicing of Gas Line Strainer.
	Servicing of Diesel Line Strainer.
	Restarting of chiller with observation.
	Cycle testing of LiBr Solution and submission of Report with detaile
	analysis
Annually Service	Calibration of sensors (if found faulty will inform accordingly)
	Levelling Electrode
	Vacuuming
	Refrigerant Blow down (If necessary).
ua	Checking of all Temperatures, Pressures and Fluid level.
uu	Confirmation of setting values of safety devices and control devices
a	Checking of all safety devices and adjustment if required

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	Servicing of control panel
	Checking programming of Microprocessor
	Checking and adjustment of Inverter Programming.
	Checking Amp. and abnormality of Absorber Pump, Refrigerant Pump,
	Vacuum Pump
	De-scaling of Absorber and Condenser with De-scalar
	Neutralization with Neutralizer
	Brushing with brushing Machine
	Checking of all safeties
	Checking refrigerant and absorbent level of Chiller
	Checking operation of burners with all safeties
	Monitoring of Compressor Oil and Recommendation for change if required.
	Monitoring of Electrical Terminals and tightening of loose connections.
	Assure that all bearings are lubricated.
	Monitoring the condition of the motor.
	Monitoring of Amperes of Pumps.
	Monitor and inspection for any abnormal noise
	Monitor and adjust Spring Isolators, Changing of the same if required
	Monitoring of Glycol of the HVAC system
L	

Frequenc	cy of Services for Cooling Tower
^	Complete overall visual inspection to make sure that all equipment is
<u>Daily Service</u>	operating and that safety systems are in place
	Inspection of Cooling Tower circulating water Circuit
	Chemical Dosing
	Checking of PH & TDS of cooling water circuit
	Checking Ampere of cooling tower motor
ily	Fan Balancing & Adjustment if required
Da	Checking of float valve of cooling towers for proper operation or leakage
	Complete overall visual inspection to make sure that all equipment is
	operating and that safety systems are in place.
	Inspection of Cooling Tower circulating water Circuit.
	Servicing of Hot & Cold Water basin.
	Checking of float valve of cooling towers for proper operation or leakage.
	Checking of motor supports and fan blades.
	Ensure that the strainers at water return sump to chiller are in position and
	clean.
	Ensure that air intake louvers are clear, properly fixed, clean and not
Ce	obstructed.
ervi	Ensure that there is no oil leak from the fan gear or bearing box. Ensure that Fan-Belts are in good operating condition and belt tension is correct
Weekly/ Monthly <u>Service</u>	Ensure that the top water basin distribution holes are clear, clean and not obstructed.
	Check all globe valves on top basin for proper adjustment for required flow GPM.
	Complete overall visual inspection to make sure that all equipment is
<u>Annually</u> Service	operating and that safety systems are in place.
	Inspection for clogging.
	Checking the condition of Fan Motor.
	Check for loose fills, connections, leaks, etc.
<u>irv</u>	Check motor supports and fan blades.
<u>S</u>	De-scaling of Cooling Towers.

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Charging of Water Treatment Chemicals.(Chemicals will be Provided by
Client)
Inspections of Cooling Tower circulating water Circuit.
Repairing, if any leakage in the system (Material will be provided by Client).
Checking of float valve of cooling towers for proper operation or leakage.
Ensure fan gear and bearing box is well lubricated.

Frequency of Services for Water Pumps and Motors Set		
_	Checking the condition of the motor.	
<u>Daily</u> Service	Checking and securing of all pump mountings	
erv	Checking Amperes of Pumps.	
	Check and inspection for any abnormal noise	
	Overall visual inspection.	
	Assure that all bearings are lubricated.	
1 2	Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace new material (if required will be provided by Client).	
thly ice	Checking the condition of the motor.	
<u>Weekly</u> Monthl Service	Checking of Amperes of Pumps.	
ই হা ত	Check and inspection for any abnormal noise.	
	Overall visual inspection.	
	Assure that all bearings are lubricated	
	Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace	
	(if required will be provided by Client).	
ual ice	Checking the condition of the motor.	
<u>Annuall</u> <u>Service</u>	Checking of Amperes of Pumps.	
S	Check and inspection for any abnormal noise	

Frequenc	y of Services for AHU
	Checking of any abnormality in normal operation condition.
Daily Service	Checking & Servicing of Filters.
erv	Humidity control
V S	Checking of Coil's condition.
ail	Checking of Blowers and housing.
9	Checking of the drain pan for smooth and proper flow of condensate.
	Overall Visual Inspection
10	Checking & Servicing of Filters.
Weekly/ Monthly <u>Service</u>	Inspection of Fan & Fan motor
erv	Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure
<u>y S</u>	Gauges.
kly	Checking of the drive motor.
/ee on	Checking of the drive and driven pulley alignment.
Σ 2	Checking of the drain pan for smooth and proper flow of condensate
	Overall Visual Inspection
	Checking of Coil's condition.
Ge	Inspection of Fan & Fan motor.
<u>[Vi</u>	Checking of Blowers, belts and Temperature & Pressure Gauges.
Annually Service	Greasing of bolts & Motors. (upon requirement)
IIV	Servicing of Coils. (upon requirement)
na	Checking of the pipe work, pipe insulation
uu	Checking of the electrical connections of the AHU Drive Motor that these
A	completely tightened grounded and insulated.

Frequency of Services for Fan Coil Units: The Fan Coil Units shall be maintained and Operated based on the following regular checks and inspections.

Checking the drive motor for proper operation, amps drawn, voltage etc.

Checking of the Blower

Checking of the cooling coil

Checking of pipe work and pipe insulation

Checking of valves, strainers,

Checking of filters checking of controls, motorized valve, thermostat

Checking of the drain pan for smooth flow of condensate

Checking the noise level

Checking the abnormal vibration.

Frequency of Services for Electrical Motors & Starters: The Electrical Motors & Starters shall be maintained and Operated based on the following regular checks and inspections. Cleaning, servicing and checking of all components.

Tightening of wire/Cable connections.

Cleaning & adjustment of contacts.

Checking of earthing

Checking of motor winding insulation.

Replacement of bearings (if needed)

Frequency of Services for Electric Control Panels: The Electric Control Panels shall be maintained and Operated based on the following regular checks and inspections.

Checking and services of MCCB's, disconnect switches, fuses contacts, relays, and overloads, cutouts & other safety devices.

Tightening of wiring connections.

Checking of wiring insulation

Checking of earthing

Frequency of Services for Air Distribution Systems: The Air Distribution Systems shall be maintained and Operated based on the following regular checks and inspections. Cleaning of air devices

Repairs of exposed ducts, duct insulation, jacketing and covering

Frequency of Services for Piping Systems: The Piping Systems shall be maintained and Operated based on the following regular checks and inspections.

Cleaning and flushing of all piping systems including chemical cleaning when

Servicing and cleaning of all valves, strainers on requirement Basis

Repair of insulation, jacketing and covering of all insulated piping.

5. 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:**

Sr No	Nature of Service	Execution Schedule	Services Execution Management Plan
1.	Supervisory Services at HVAC Plant and inside the Building		
2.	TechnicalOperationServicesatAbsorptionchillers		
3.	TechnicalOperationServicesatElectricalchiller		
4.	TechnicalOperationServicesatPumps&Motors		
5.	TechnicalOperationServices at AHU's of mainbuilding		
6.	Technical Operation Services at FCU's of main building		
7.	TechnicalOperationServices at AHU's & FCU'sof LRC Building	Monday to Saturday from 07:30AM to 06:30PM	
8.	TechnicalOperationServices at Cooling towersand Allied Piping		
9.	Electrical Services		
10.	TechnicalAssistanceServicesatAbsorptionchillers		
11.	TechnicalAssistanceServicesatElectricalchiller		
12.	TechnicalAssistanceServices for temperaturerecording at Main Building		
13.	TechnicalAssistanceServices for temperaturerecording at LRC Building		
14.	TechnicalAssistanceServicesforAHU'sandFCU's		
15.	Technical Support Services including Troubleshooting, Inspections, Preventive	As per preventive and corrective maintenance requirement and	Round the clock 365 days a year

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and Corrective Services for	requirements shared by
HVAC system and Allied	Client (including
Equipment	Weekends and Holidays)



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



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For Bank

A. GENERAL CONDITIONS OF CONTRACT (GCC)

	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, alterations in the service timings depending upon the civil

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1.12. Attendance of Meetings 1.13. Responsibilities, Liabilities And Warranties By The Service Provider	 requirements of the Client which will be communicated to the Service Provider from time to time. 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. 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. 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. 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. 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. 1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services as mentioned in the Contract, without any compensation from Client. Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract. 1.13.1 The Service Provider
	practices which are followed in Client. Service Provider
	shall not act in a way which is prejudicial to Client's
	interests or business;

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.
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.
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.
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.

2. Commencement,	Complet	tion, Modification, and Termination of Contract
2.1. Effectiveness	-	This Contract shall come into effect on the date the Contract is
of Contract	9	signed by both parties or such date as may be stated in the SCC
	(or work order.
2.2. Duration of	2.2.1.	The duration of this contract shall be twelve (12) months,
Contract	r	renewable for further two years on mutual consent on the same
	r	rates, terms and conditions subject to clause 5.2 or any other
	(clause of this Contract.
2.3. Extension of	2.3.1.	The Contract may further be extended on same rates, terms and
Contract	(conditions (subject to clause 5.2 or any other clause of this
	(Contract) for a period suitable to SBP BSC to call new tenders
	â	and award of a fresh contract.
2.4. Modification/	2.4.1.	Modification of the terms and conditions of this Contract,
Variations	i	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	2.5.1. <u> </u>	<u>Definition</u>
Majeure]	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 soposition
	1	under the circumstances. The Party affected by Force Majeur

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	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.
	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;
	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.
	2.5.3. Extension of Time
	Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period
	equal to the time during which such Party was unable to perform such
	activities as a result of Force Majeure or on the advice of Client.
2.6. Termination	2.6.1. By the Client
	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:
	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
	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.
	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 that to be given, if the Client fails to pay any amount to be Service.
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	Provider under this Contract and not subject to dispute
	pursuant to Clause 7 within forty-five (45) days after
	receiving written notice from the Service Provider that such
	payment is overdue.
2.6.3.	Payment upon Termination
	Upon termination of this Contract under Clauses 2.6.1 or
	2.6.2, the Client shall make the following payments to the
	Service Provider:
	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.

3. Obligations of the Service Provider		
3.1. General	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.	
	 3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement. 2.1.2. In the service of the service of the service the Service service of the service of the service servic	
	3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.	
	3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.	
	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.	
	3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5 th 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.	
3.2. Indemnity	3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including junctions	

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3. Obligations of the Service Provider		
		and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.
	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.
	3.2.3.	Any Government Permits, Licenses, etc. that may be
		required for performing the services contemplated under the Contract.
	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,
	225	fines or penalties thereon
	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
	2.2.1	Provider or their legal heirs.
3.3. Conflict of Interests	3.3.1.	<u>Service Provider and Service Provider's employee (s)</u> Not to Benefit from Commissions and Discounts.
mieresis		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.
	3.3.2.	Prohibition of Conflicting Activities
		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;
3.4. Confidentiality	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
	31.2	process, until the announcement of the result of evaluation. The Service Provider shall not disclose or attempt to make
	5.4.2.	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.
	3.4.3.	In case of any disclosure related to the bidding process and
		contractual obligations at any stage by any Service the more

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3. Obligations of the Se	ervice Provider
	the Bank may reject its bid and/or terminate the contract
	Service Provider.
3.5. Contractual	3.5.1. From the Commencement Date until the expiry of the
3.5. Contractual Liability Insurance	 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 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 deduct the claimed amount from the amount payable to
	Service Provider.
3.6. Service Providers' Actions Requiring	3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:a) entering into a subcontract for the performance of any part of the Services,
Client's Prior	b) changing the schedule of activities;
Approval	c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	 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. 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. 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.

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3. Obligations of the S	ervice Provider
3.8. Compliance	3.8.1.The Service Provider shall be responsible to comply with all
with all the	applicable laws of the land to fulfill the regulatory payments
Regulatory	under Labor Laws which includes but not limited to:
Requirement	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
	j. Any other requirement as applicable under the relevant law.
	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.
	3.8.3. The Service Provider shall take all practicable steps to ensure
	that all of its resources comply with the Applicable Law.
3.9. Reporting	3.9.1. The Service Provider shall submit to the client the reports
Obligations	and documents specified in the Bidding document or
	otherwise, as and when required by the client.
3.10. Documents	3.10.1.All, reports, and other documents and software submitted (if
Prepared by the	any) by the Service Provider under Clause 3.9 shall become
Service	and remain the property of the client, and the Service
Providers to Be	Provider shall during the execution of Contract and in any
the Property of the Client	case not later than upon termination or expiration of this
the chent	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.
3.11. Penalties /	3.11.1.For each deficiency and poor service, SBP BSC will impose a
Liquidated	penalty amounting up to 1.5 times of its daily respective
Damages	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.
	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.
	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.
	3.11.4. Client may impose penalty equal to 1/30 of the respective
	monthly invoice in case of non-disbursement of



3. Obligations of the Service Provider		
	salaries/wages/remuneration within the date specified in	
	the Contract.	
3.12. Performance	3.12.1. The Service Provider shall furnish a Performance Guarantee	
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	3.13.1.The Service Provider shall warn SBP BSC in writing at the	
Warning by the	earliest opportunity of specific likely future events,	
Service Provider	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. 3.13.2. SBP BSC shall evaluate and decide the corrective measure to	
	be adopted as soon as reasonably possible.	
	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.	
3.14. Declaration	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.	
	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.	
	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.	
	3.14.4. Unless expressly provided, no term of this Contract is	
	enforceable by any third party.	
	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.	
	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.	



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

	5. Obligations of the Client
5.1. Provide	5.1.1. The Client shall at the request of Service Provider, provide the
information	information on the code of conduct and security procedures.
about the	The Client shall immediately notify the Service Provider of any
code of	changes to the same during the continuance of this Contract.
conduct	
5.2. Change in	5.2.1.If, after the date 7 days prior, to the latest date for submission of
the	tenders for the Contract there occur changes to any Federal
Applicable	and/or Provincial Law or any regulation or bye-law, notification
Law	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 statuary 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	5.3.1. The Client shall make available to the Service Provider the
Facilities	Services and Facilities, if any provided in the Contract.
5.4. Assistance	5.4.1. No assistance regarding exemption will be provided by the
and	Client.
Exemptions	
5.5. Access To	5.5.1. Before the commencement of the Contract, SBP BSC will
The	provide access of Service Provider and Service Provider's
Buildings/	employee(s) (after verification and clearance by the police or
Premises	other investigation agency as per SBP BSC Security Protocol), to
And Stores	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	5.6.1. SBP BSC will provide a Performance certificate during
/ Completion	pendency of Contract and completion Certificate after
Certificate	completion of Contract to the Service Provider on his written
	request.

6. Payments to t	he 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	6.2.1. The Contract Price means sums stated in Notification of Award as
Price	payable to Service Provider for execution of Service and

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6. Payments to t	he Service Provider
	remedying defects therein as well as additional services and
	extensions. 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.
6.3. Payment for	6.3.1. In case of additional services beyond daily service duration are
Additional Services	required, the Service Provider shall have to arrange and provide the
Services	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:
	Monthly charges as A Resources as per proposed
	per the Price Schedule / management plan / (9 hours)
	30
6.4. Terms and	6.4.1.The payments shall be made to the Service Provider on monthly basis
Conditions of	after adjustment of any claims/ deduction against the Service Provider.
Payment	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:
	Monthly charges Descurred as your
	Monthly charges Resources as per as per the Price / proposed
	Schedule management plan the Number of days for
	30 which services remained unperformed
	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.
	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.
6.5. Currency of	6.5.1. All Payments shall be made in Pak. Rupees.
Payment 6.6. Taxes and	6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless
Duties	a valid tax/ duty exemption certificate is submitted by the Service
	Provider.
	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 liability is
	unecuy, and is bound to discharge an duties and hadrages

6. Payments to the Service Provider												
			regard.	Any	concealing	facts	in	this	regard	would	lead	to
			termination of Contract and blacklisting etc.									

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	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.					
Performance	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.					
	 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. 7.2.4. If the Service Provider fails to deliver the Service as per service and performance and performanc					
	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.					

8. Resolution of Disputes					
8.1. Disputes Resolution Procedure	 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. 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. 				

9. Health, Safety, Utilities, First Aid Facilities						
9.1. Health, Safety,	9.1.1. The Service Provider shall comply with all statutory and					
Environment and	regulatory requirements related to Health, Safety,					
Security (HSE&S)	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.					
	9.1.2. SBP BSC may periodically check the Service Revealed					
	compliance with standard HSE&S practices and conduct					

9.2. Electric Power Supply, Water Supply, Telephone etc.	 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. 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. 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. 9.1.5. The Service Provider shall pay special attention to the following environmental protection measures: 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. 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. 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 Provid
i elepnone etc.	
	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.
9.3. First aid Facilities	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.

10. Corrupt and Fraudulent Practices				
10.1. Corrupt &	10.1.1.The Client requires compliance with its policy regarding			
Fraudulent	corrupt and fraudulent practices. In pursuit of this policy,			
Practices	the Client follows, inter alia, the instructions contained in			
	Rule 2(1)(f) of PPR 2004 which defines:			
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10.2. Mechanism Blacklisting and cross-debarring 10.2.1.The Client will sanction of a state period, to be any directly, and the contract if question; 10.2. Mechanism Blacklisting and cross-debarring 10.2.1.The Client will sanction a struce provider in edged in corrupt, fraudulent, collusive provider found to be avarded a client's contract if a day the client in the direction of a struct period. 10.2. Mechanism Blacklisting and cross-debarring 10.2.1.The Client will sanction a struct period. 10.2.1.The Client will be client in the struct of a struct period in a struct period. 10.2.1.The Client will sanction a struct period. 10.2.1.The Client will cruct be recursed to the provider base the struct in the struct period. 10.2.1.The Client will the struct period. 10.2.1.The Client will transite the contract if if 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 if in determines that the Service Provider in engigid in corrupt, fraudulent, collusive or coercive and obstructive practices in competing 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 corrup and bistructive practices in competing for, or in executing Client's contract; and 10.2.3.Under Rule 19 of PPR-2004, "The Client can inter alia blacklist service Provider found to be induliging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA. NATURE OF FAULT MEANS O						
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	Fraud	Cross verification of documentary		
		undertakings submitted by Contractor/		
		Bidder/Consultant/Supplier		
	Collusion	Results of Bid/Proposal analysis		
		resulting in substantive evidence of		
		collusion		
	Performance	Documented evidence in form of		
	Deficiencies	performance deficiencies not suitably		
		responded or defended by Contractor/		
		Bidder/Supplier/Consultant		
	However such bar	ing action shall be undertaken only after		
	Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.			
10.3. Beneficial		wnership information		
Ownership		s/works worth Rs.50M or above, the bidder		
information		le Beneficial Ownership information on the		
mormation	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:			
		klist the said company in accordance with		
		19(1)(a) of Public Procurement Rules, 2004,		
	ii. Reje	ct 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 SBP BSC HEAD OFFICE, KARACHI
1.1.1(c)	The Service Provider is [insert name]
1.1.1(d)	The Title & Reference of the procurement is;
	Continuous and Uninterrupted Management Services of HVAC System of Main Bank Building & LRC building at SBP Head Office Karachi
	Reference No: HOK-M-97
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.)



<u>SECTION VIII- Contract for Continuous and Uninterrupted Management Services of</u> <u>HVAC System of Main Bank Building & LRC building at SBP Head Office Karachi</u>

This Contract _______ at SBP Banking Services Corporation Head office is made at Karachi the ______ day of the month of ______ 202_.

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, executers, 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, executers, 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 Numbe	r)
Witnesses-1:	
Signed by:	
CNIC # :	
Witness-2:	

Signed by:	
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#:



(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:

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 time 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)

Gua	arar	ite	e	No.	 	 	 	
			1					

Executed on ____

(Lett	er by the G	uarantor to	SBP B	anking S	Services (Corporati	ion)
Name of Guarantor (S	Scheduled B	ank in Pakis	tan) v	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 O	BLIGATION 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 the present of its governing body.





SBP BANKING SERVICES CORPORATION (BSC) ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF HVAC SYSTEM

AT

MAIN BANK BUILDING & LRC BUILDING AT SBP HEAD OFFICE KARACHI

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

JANUARY 2023



For Bidder (Sign and Stamp)

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: [Abstract]

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	(Supervisory Services) Fee		
2	(Technical Operation services) Fee		
3	(Electrical services) Fee		
4	(Technical Assistance services) Fee		
5	(Technical support services) Fee		
	Тс		

Rupees (in words):_____

__only

Note:

1. 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:

		Rate of Withholding Tax %			
S. No.	Service Category	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	ALL AND AREA	
4	PA Maintenance Services	8	10	A.	

- 2. 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.
- 3. 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.
- 4. 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:

