

# SBP BANKING SERVICES CORPORATION ENGINEERING DEPARTMENT HEAD OFFICE KARACHI

# CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF 06 NOS. PASSENGER LIFTS (SCHINDLER) AT SBP MAIN BANK BUILDING AND 01 NO. PASSENGER LIFT (FUJI)

AT

# SBP BOLTON MARKET BUILDING AT 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

JANUARY 2023



For Bidder (Sign and Stamp)



# SBP BANKING SERVICES CORPORATION (SBP BSC)

# Invitation to Bids (IFB)

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



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



# (Bidding Documents-Section-I)

#### **INSTRUCTIONS TO BIDDERS**

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Clause No.

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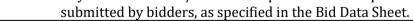
# Section – I INSTRUCTIONS TO BIDDERS

<ul> <li>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 Premises).</li> <li>12. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.</li> <li>13. The procurement title, reference number, method and procedure are specified in the BDS.</li> <li>2. Eligible Bidders</li> <li>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the qualification criteria given in Bidding Documents.</li> <li>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</li> <li>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.</li> <li>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.</li> <li>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 procuments.</li> <li>3. Qualification of the Bidder</li> <li>4. One Bid per Hi. Each Bidder shall provide, Form of Bid and Qualification Information, as required in BDS.</li> <li>3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</li> <li>4. One Bid per Hidder shall bushit only one Bid indi</li></ul>		A. Introduction
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		i. Invitation to Bids.
ii. Instructions to Bidders (ITB)		ii. Instructions to Bidders (ITB)

iii. Bid Data Sheet (BDS) iv. Form of Bid v. Form of Contract	
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, te	ms,
specifications, and other information in the Bidding Documents	5.
6.3. Failure to furnish all information required by the Bid	ding
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 Bid	ding
<b>Bidding</b> Documents may approach SBP BSC in writing at the given add	
<b>Documents</b> and by one of the means indicated in the BDS. The SBP BSC	
and Pre-bid respond in writing to any request for clarification of the Bid	
Meeting Documents that it receives no later than seven (07) days before	
deadline of submission of bids. Copies of the SBP BSC's resp	
(including an explanation of the query but not identifying	
source) will be sent to all prospective Bidders that received	-
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 provision	
procurement regulatory framework, such issue should be raise	
soon as possible. Any party may file its written complaint aga	
the eligibility parameters, evaluation criteria, or any other te	
and conditions prescribed in the Bidding Documents, if for	
contrary to the provisions of the procurement regula	
framework, the same shall be addressed by the Grievance Redre	-
Committee (GRC) well before the Bid submission deadline.	
details of GRC is given on the PPRA website: www.ppra.org.pk	
as provided in Bid Data Sheet (BDS).	anu
7.3. As specified in the BDS, the SBP BSC will organize and Bidders	aro
-	
welcome to attend a Pre-bid meeting at the time and place indic	
in the BDS. The purpose of the meeting will be to clarify issues	
answer questions on any matter that may be raised at this st	
with particular attention to issues related to the Techn	
Requirements. Minutes of the meeting, including the quest	
raised and responses given, together with any responses prepa	
after the meeting, will be transmitted without delay to all those	
received the Bidding Documents from the SBP BSC.	Any
modification to the Bidding Documents listed in ITB Clause	
which may become necessary as a result of the pre-bid mee	0
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			
	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.			
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	vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.			





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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.
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	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 <b>Clause 5.2</b> of the General Conditions of Contract and/or Special
	Conditions of Contract.
12. Currencies of	12.1.The price shall be quoted by the Bidder in Pak Rupees and the
Bid and	payments to be made by SBP BSC would be in Pak Rupees.
Payment	
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 without forfeiting
	the Bid Security. A Bidder agreeing to the request will not be
	required or permitted to otherwise modify the Bid, but will be
	required to extend the validity of Bid Security for the period of the
	extension, and in compliance with <b>ITB Clause 14</b> in all respects.
14. Bid Security	14.1.The 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 or an unconditional Bank
	Guarantee from a Scheduled Bank;
	ii. be substantially in accordance with one of the formats of bid
	security included in bidding documents or other form
	approved by the SBP BSC before bid submission;
	iii. be payable promptly upon written demand by the SBP BSC;
	iv. be submitted in its original form; copies will not be accepted;
	v. In the case of Bank Guarantee, it shall remain valid for at least
	28 days beyond the original validity period of bids, or at least
	28 days beyond any extended period of bid validity
	subsequently requested under <b>ITB Clause 13.2.</b>
	vi. Bids submitted with insufficient bid security will be rejected.
	vii. Bid security of unsuccessful bidders will be released/
	returned after the conclusion of the procurement process, as
	soon as possible, upon receipt of the nomination to receive
	the instrument.
	viii. The most advantageous Bidder's bid security will be
	released/ returned upon the submission of performance
	Guarantee.
	14.2. The bid security may be forfeited:
	i. If a bidder withdraws his bid during the perturbed
	validity; or
For Bidder (Sign and Stamp)	For Bank Supration Statup
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	ii. If a bidder does not accept the correction of his Bid Price,
	pursuant to <b>Sub-Clause 24</b> 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 <b>Clause 32 of ITB</b> , or
	b. Sign the Agreement, in accordance with Sub-Clauses
	30.2 & 30.3 of ITB
15. Format and	15.1.The Bidder shall prepare one original and at least one copy of the
Signing of Bid	bid or as specified in the BDS, clearly marking each one as
	"ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy
	between them, the original bid shall prevail.
	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 <b>ITB Clause 10.1</b> . 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 <b>"ORIGINAL</b>
Bids	<b>BID</b> " 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 <b>"DO NOT OPEN BEFORE [Date &amp; Time of the Bid</b>
	Submission Deadline]."
	16.2.In addition to the identification required in <b>Sub-Clause 16.1</b> , 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 <b>ITB Clause 18</b> .
	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 Esigny South
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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		
	<b>ITB Clause 17</b> 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 <b>ITB Clause 17</b> .		
	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 <b>Rule 41 of PPR-2004</b> .		
	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 and		
	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 <b>Clause 24 of ITB</b> ) 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,
Linuiniation	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
	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 <b>ITB 14</b> .
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.
<b>Comparison of</b>	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
	indicated below to determine the Evaluated Bid Price:
	(a) Making any correction for arithmetic errors pursuant to <b>Sub-</b>
	Clause 24.2 of ITB hereof.
For Bidder (Sign and Stamp)	For Bank Significant
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	(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 <b>Clause 22 of ITB</b> 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	<b>PPR-2004</b> without thereby incurring any liability to the affected
	bidders or any obligation to inform the affected bidders of the
	grounds for such rejection. The grounds for rejection of all bids
	shall upon request be communicated, to any bidder who submitted
	a bid, but SBP BSC will not be liable to provide any justification for
	the grounds of rejection. Notice of the rejection of all the bids shall
	be given promptly to all the bidders.
29. Bank's Right to	29.1. SBP BSC reserves the right at the time of contract award to
Vary Inputs/	increase or decrease scope of services without any change in unit
Outputs at Time of Award	price or other terms and conditions, provided such variation
30. Notification of	<ul><li>should be in line with the provisions of PPR-2004.</li><li>30.1.Prior to the expiration of the period of initial/extended bid</li></ul>
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 Agreements,
	incorporating all agreements between the parties.
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	<ul> <li>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.</li> <li>30.4.Upon the most advantageous Bidder's furnishing of the Derformance Guarantee and aigning of Contract SBP BSC will</li> </ul>		
	Performance Guarantee and signing of Contract, SBP BSC will		
24 Diama life a tian	discharge its bid security.		
31. Disqualification Prior to Contract Signing	<ul> <li>31.1.After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</li> <li>31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should</li> </ul>		
	be provided to the bidder with the Most Advantageous bid.		
32. Performance Guarantee	<ul> <li>be provided to the bidder with the Most Advantageous bid.</li> <li>32.1.After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</li> <li>32.2. Failure of the most advantageous Bidder to comply with the</li> </ul>		
	requirement of <b>ITB 32.1</b> 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 Security	Price if stipulated in the Special Conditions of the Contract.		
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 <b>Rule 48 of PPR-2004</b> . The details of GRC is given on the PPRA website: www.ppra.org.pk and as given in Bid Data Sheet (BDS).		
35. Code of	35.1.It is the SBP BSC's policy to require that bidder shall observe the		
Conduct	highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the SBP BSC follows, inter		
	alia, the instructions contained in <b>Rule 2(1)(f)</b> 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,-		
	<ul> <li>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;</li> <li>ii. "collusive practices" which means any arrangement</li> </ul>		
	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. <b>"corrupt practices"</b> which means the offering, receiving or soliciting, directly or indirectly, <b>and the set of the</b>		
For Bidder (Sign and Stamp)	For Batter Strong Samp)		

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	e to influence the acts of another party for wrongful
gain;	
	idulent practices" which means any act or omission,
	ding a misrepresentation, that knowingly or
	essly misleads, or attempts to mislead, a party to
obtai	n a financial or other benefit or to avoid an
oblig	ation; and
v. <b>"obs</b>	tructive practices" which means harming or
threa	tening to harm, directly or indirectly, persons to
influe	ence their participation in a procurement process, or
affect	t the execution of a contract;"
	<b>19 of PPR-2004</b> , the SBP BSC can inter alia blacklist
	found to be indulging in corrupt or fraudulent
	ich barring action shall be duly publicized and
-	ed to the PPRA.
	<b>19 of PPR-2004</b> , the following mechanism and
	•
	permanently or temporarily barring, from
	in their respective procurement proceedings will be
followed as p	er the guidance of SBP BSC management:
Nature of Offense/ Fault	Means of Verification
Corrupt and	• Results of Bid/Proposal analysis resulting in
Fraudulent	substantive evidence of collusion.
Practices	
Practices	• Actual instance verifiable as per law of land and
	applicable Rule and Regulations of SBP Banking
	Services Corporation
	<ul> <li>Cross verification of documentary undertaking</li> </ul>
	submitted by Service Provider.
Performance	Documented evidence in form of consistent
Deficiencies	performance deficiencies and notices of
	performance deficiencies not suitably responded
Bidder failed to	to or defended by Service Provider.
Bidder failed to abide with Bid	to or defended by Service Provider. Failed to abide with Bid Form / Bid Securing
abide with Bid	to or defended by Service Provider.
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abide with Bid Form / Bid Securing Declaration. However, such bar an adequate oppo barred and blackli 35.4.The <b>receipt</b> considered as such receipt is and the bidde receipt is pro 35.5.Under <b>Rule 7</b> pact in accord document for million or any 35.6.SBP BSC's professional, and at all tim	to or defended by Service Provider. 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. for any money paid by the bidders will not be s an acknowledgment of payment to the bidder unless is signed by a duly authorized officer of the SBP BSC er shall be solely responsible for seeing that a proper vided. <b>of PPR 2004</b> , bidder undertakes to sign an Integrity lance 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

	<ul> <li>and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.</li> <li>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: <ul> <li>i. A bidder that has been engaged by the SBP BSC to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services for the preparation or directly related to the firm's consulting services for such preparation or implementation.</li> <li>ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the SBP BSC's staff who is directly or indirectly involved in any part of         <ul> <li>a. the preparation of the specifications of the goods, b. the selection process for such assignment, or</li> <li>c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the SBP BSC.</li> </ul> </li> </ul></li></ul>
36. Overriding Effect of PPR- 2004	36.1.Whenever in conflict with these documents, the stipulation of <b>PPR-2004</b> shall prevail.
37. Beneficial Ownership	37.1.For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed
Information	<ul> <li>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:</li> <li>(a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,</li> <li>(b) Reject the bid of the said company.</li> </ul>
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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	Description
Clause	
1.1	• <b>Procurement Title:</b> Continuous and Uninterrupted Management Services of 06 Nos. Passenger Lifts (Schindler) at SBP Main Bank Building and 01 No. Passenger Lift at SBP Bolton Market Building at Karachi
	• <b>Reference Number:</b> <i>HOK-E-90</i>
	• <b>Procurement Method:</b> Open Competitive Bidding as per Rule 21 of PPR-2004
	<ul> <li>Procurement Procedure: "Single Stage Two Envelopes Procedure" as per Rule- 36(b) of PPR-2004.</li> </ul>
7.3	No Pre-bid meeting will be held.
13.1	Bid Validity period is <b>180</b> days from the date fixed for opening of the Bids.
14.1	<ul> <li>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</li> <li>/ 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.</li> </ul>
	• 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 16.1	<ul> <li>Only original Bid is to be submitted.</li> <li>1. The Original Bid shall comprise a single sealed package containing two</li> </ul>
	<ul> <li>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.</li> <li>2. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date &amp; Time of the Bid Submission Deadline]". The content of the Technical and Financial Proposal is mentioned in BDS.</li> </ul>
	3. Following should be the contents of the Technical Bid Envelope:
	<ul> <li>i. Form I of Section III – Authorization Form for Bidder's Representative</li> <li>ii. Form II of Section III – Form of Technical Bid</li> <li>iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order or Bid Securing Declaration.</li> <li>iv. Form IV of Section III – Technical Compliance Form</li> <li>v. Form V of Section III – Undertaking</li> <li>vi. Form VI – Declaration of Beneficial Owners' Information</li> <li>vii. Duly signed and stamped, Volume-I of the Bidding document.</li> <li>viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV</li> </ul>
	4. <u>Following should be the contents of the Financial Proposal</u>
	Envelope/Volume-II:
	i. Form-I of Section V – Financial Bid Submission Form

	ii. Duly filled, signed and stamped, Volume-II of the Bidding						
	document						
	Important 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 Bank will communicate the opening of the Financial Proposal to the						
	eligible/qualified bidders after the completion of all requirements of Technical						
	Evaluation.						
	• The deadline for submission of bids shall be as mentioned in Notice for						
	Invitation to Bids.						
20.1	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	The address of Grievance Committee is;						
	Chairman Grievances Committee,						
	Office of the Director Human Resource Management Department,						
	1st Floor, BSC House State Bank of Pakistan Main Building Complex,						
	I.I.Chundrigar Road, Karachi						



# Section III- Form for Technical Bid

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



	Form – I						
	<u>(Authorization Form for Bidder's Representative)</u>						
(ON SERVICE PROVIDER'S LETTERHEAD)							
Date:							
ITB No:	НОК-Е-90						
	Continuous and Uninterrupted Management Services of 06 Nos.						
Title:	Passenger Lifts (Schindler) at SBP Main Bank Building and 01 No.						
	Passenger Lift at SBP Bolton Market Building at 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-E-90

#### Continuous and Uninterrupted Management Services of 06 Nos. Passenger Lifts (Schindler) at SBP Main Bank Building and 01 No. Passenger Lift at SBP Bolton Market Building at Karachi

#### To:

Gentlemen,

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

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_, 20XX

Signature \_\_\_\_\_

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

(Name of Bidder in Block Capitals) (Seal)

Address		
Witness:		
(Signature)		
Name:		
Address:		
C.N.I.C No:	0.198	OF DI
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#### 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:	_	



IV IS KOG PARTMEN

#### 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/ Single Member V V V V V V V V V V V V V V V V V V V	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 persor or arrangemen

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

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

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 <b>Form</b> - V	Undertaking required on stamp paper of Rs.100/- as per format provided in <b>Form – V</b>
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.0.50 Million at any one instance in three months period or credit line facility available during same period.	Bank statement produced between date of publication of tender notice and bid submission date.
9.	Particular Experience of the bidder in providing lift and/or escalator Services	Services provided amounting to minimum of Rs.4.0 Million / year / contract (at least 01 contract during last five (05) years). Similar lifts The bidder must provide Work orders/ Completion certificates/ contract agreements etc. of the projects of which experience is being claimed.	Required Documents fulfilling criteria
For Bid	der (Sign and Stamp)		For North Charlen (Stranp)

11	Manufacturer's Representative	Bidder must have valid
	Certificate or Equivalent	Manufacturer's Representative
		Certificate or Equivalent for
		any brand of lift and/or
		escalators.

# 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 operation and maintenance services of Lifts (Passenger/Bullion/Cargo/Bed) and Escalators (if any) including the machine rooms along with their complete service & maintenance of all allied equipment, control components and accessories, repair, preventive maintenance and annual servicing complete in all respect as per terms and conditions of the contract.

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

S No.	Type & Nos.	Make	Capacity	Location	
1	Passenger (06 Nos.)	Schindler	1350 Kg	Main	Bank
				Building	
2	Passenger (01 No.)	Suzhou Fuji	630 Kg	Bolton	Market
				Building	

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

The following service execution schedule shall be followed: 06Nos Passenger Lifts (Schindler)

0	6Nos. Pas	senger	Lifts (	(Scl	hin	dler)	

S. No.	Description of Services	(Monday to Saturday)
1	Supervisory Services	Shift A 07:00AM to 03:00PM
		Shift B 03:00PM to 11:00PM
	Technical Services inside machine	Shift A 07:00AM to 03:00PM
2	room	Shift B 03:00PM to 11:00PM
3	Technical Assistance Services inside	Shift A 07:00AM to 03:00PM
	Two Lift Cars	Shift B 03:00PM to 11:00PM
4	Technical Assistance Services inside	Shift C 11:00PM to 07:00AM
	machine room	Shift C 11.00FM to 07.00AM
5	To Provide Technical Assistance	Shift A 07:00AM to 03:00PM
	Services at Landings	Shift C 11:00PM to 07:00AM

#### 01 No. Passenger Lift (FUJI)

Sr. No	s. Description of Services	(Monday to Saturday)
1	Technical Assistance Services in machine room	07:30AM to 06:30PM
2	Technical Assistance Services at Landings	07:30AM to 06:30PM

1.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for all above mentioned lifts	As per preventive and corrective maintenance schedules and emergency response requirements shared by the 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 material like spare parts, fitting & fixtures etc. shall be provided by the Client in addition to Electricity and water supply. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the service provider.

Provision of suitable space for Service Provider within or close to lifts with a telephone extension from existing building for easy communication with the concerned officials of the Client.

General Services			
i. Maintenance Services of lifts (Passenger/Bullion/Cargo/Bed) a Allied Equipment according to manufacturer's manual and spec building requirement.			
ii. Required services includes but not limited to all Allied equipment machine room such as electrical and control cabinets, batteric motors, ropes, relays and switches and any other device or compone operating			
iii.	Services for Cleaning and general upkeep of lift cars interior and exterior, shaft walls, Machine rooms, shaft pit and surrounding areas.		
iv.	Services for immediate removal and appropriate disposal of waste, such as used oil, defective lights, and of other such items according to municipal codes and environmental standards.		
v. A complete daily general Monitoring of the entire installation s carried out by the Service Provider who will immediately conv abnormality in Lifts and Allied Equipment, as well as make imm arrangements to set right such abnormalities. Moreover, S Provider shall maintain related records and produce such reco and when required by the Client.			
vi.	The Service Provider shall attend maintenance or repair work of the Lifts 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).		
vii.	The periodical and preventive maintenance/service OF 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.		
viii.       A complete safeties monitoring of the Lifts and Allied Equipmen         be carried out by the Service Provider at least once a month of which the defective part(s) shall be replaced by new one(s), if recomplete the service of th			
· ·	visory Technical and maintenance Services: Continuous and rrupted services is required in the machine room for the following:		
i.	Attending to phone calls and responding as necessary.		
ii.	Monitoring lifts operation for abnormal noise, vibration or any other condition.		
iii.	Immediately attending to faults and defects in components or entry tion, and rectifying the same to facilitate smooth and uninterrupted specific transmission.		



iv.	Attending immediately to trapped persons in case of emergency
v.	Calling for external help in emergencies and whenever necessary.
vi.	Supervision of activities and liaison with the Client's staff in emergencies.
vii.	Supervision of inspection and maintenance activities necessary to maintain
	all lifts in trouble-free and smooth operating condition.
viii.	Troubleshooting in case of defects, abnormal operation and complaints
	Calling for backup support if necessary to further troubleshoot and rectify
	the malfunction.
ix.	Removal and disposal of waste.
-	nical & Maintenance Services for Lifts (Operator services): In addition to
	oncurrent with, a) mentioned above, the following services:
i.	Maintain and operate Lifts during utility supply & outages, testing and maintenance activities.
ii.	Monitoring Lifts for abnormal temperature, amperes, voltages frequency, noise, vibration or any other abnormal condition.
iii.	Checking and testing the Lifts and its components for proper smooth
	services on daily basis.
iv.	Immediate attending of Lifts in case of emergency.
V.	Execution of inspection and maintenance activities necessary to
	maintain the Lifts in trouble-free and smooth operating condition.
vi.	Reporting to Client's supervisor or calling for external help in
	emergency situations and to report faulty parts or abnormal running
vii.	condition.           Cleaning the Lifts along with disposal of waste (used oil cans, cooland)
V11.	bottles, filters etc.).
viii.	Immediately attending to faults and defects in components of
	continuous services, and rectifying the same to facilitate smooth and
	uninterrupted services.
ix.	Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
c) Tech	hnical Support Services: In addition to above a & b, Round the clock on cal
-	ort is required for the following services:
i.	The periodical and preventive maintenance/service and corrective
	maintenance of the Lifts and allied equipment shall carried out or
	daily/monthly/Quarterly/bi-annual/yearly etc. and as per requirement
	basis and as per the service manuals of the manufactures.
	The Service Provider shall complete the annual servicing, maintenance
ii.	repairs and service during this period so that the Lifts are in full working
iii.	Provide assistance in emergency situations.
	Provide assistance in troubleshooting or repair and rectification work
iv.	
V.	Carry spare parts, tools or documentation between work sites.
vi.	Smooth and uninterrupted services for Lifts through periodica inspections and monitoring.
vii.	Resolution of fault of Lifts.
viii.	Going off-site to bring in parts, material, documents or consumables as
v 111.	instructed by Service Provider's supervisory staff.
	Any other work assigned by the Client.
ix.	cy of Services for Lifts:
Frequenc	
Frequenc	Checking of Phase voltages and checking of AC system.
Frequenc	Checking of Phase voltages and checking of AC system.
Frequenc	
Frequenc	Civil

	Checking of operator panel for start.
	Cleaning of lift cars and cleaning of doors.
	Cleaning of sills and cleaning of floor of lift cars.
	Checking of lights and fans of lifts cars.
	Checking of intercom.
	Checking of floor indicators.
	Checking of call buttons
	Checking of door functioning.
	To Maintain log sheets and checklists.
	Inspect, clean, lubricate, and properly adjust all guide rails, guide shoes Door rollers etc.
	Remove all dirt, dust, and oil from pits.
	Check the operation of the emergency light; replace as necessary.
	Solid State Components and Circuit Boards: Inspect printed circu board and other solid-state devices for cleanliness, condensation spot evidence of heating and deterioration. Check and replace defectiv solid-state devices.
	Inspect leveling operation. Clean and lubricate switches, vanes, and a
hly Maintenance & Service Schedule	other related parts. Adjust to obtain the proper leveling at all landing in both the UP and DOWN directions within 40mm above or below th
Scl	landing sill.
Ce	Checking and cleaning of door tracks.
IN	Checking and cleaning of landing door contacts, landing sills and doo
Se	open close condition.
8	Checking of all safeties (Speed Governor, Emergency switche
nco	Overload safety, Landing door, Car roof, door drive contacts, buffe
na	spring at pits, and counter weights).
nte	Checking of thrust condition of traction motor & excessive heat
<u> </u>	Checking of strange noise and smell inside the traction motor durin
N N	operation.
	Checking of brake functioning.
Mont	Checking of abrasion of brake drum.
Σ	Checking of steel ropes.
	Cleaning and checking vibration, noise and normal working of bearing
	of speed governor.
	Checking of oil in lubrication cup and refilling of cups if required.
	Checking of open & close condition of door, noise due to door sho
	abrasion.
	Checking of functioning of Hall & lift cabin call buttons
	Checking & testing of Automatic Rescue Device (ARD) & batter
	voltage.
a	Check thrust condition of motor & brakes.
Quarterly Maintenance & Service Schedule	Check all emergency switches
en: 2du	Check guide rail shoe, abrasion on roller, interruption in traveling
uarterly Maintenan & Service Schedule	
Ma e Si	Check limit switches working condition on top floor and pit, clean rus
ly l vic	on contact point
en	Check traction sheave on motor
<u>k S</u>	Checking and observation of slip of ropes and condition
no On	Checking the locking device
(Sign and Stamp)	For Bandrishard

	Checking the lock contacts
	Check the transmitting cam
	Check door drive pulley and belt
	Check Emergency landing Device or Automatic Rescue Device
	Check oil buffer/ spring buffer condition, oil filling and rust condition
	Check stand by power operation (Generator, UPS)
	Check all lift cabin & hall buttons operations
~	Inspect, clean, lubricate and manually operate safety mechanisms.
Semi Annually Maintenance & Service Schedule	Check of Excessive heat and strange noise of motor bearing
an	Check Traction Sheave and slip
ule	Check rotatory condition and slip of defending pulley of motor
ed	Check vibration & noise of speed governor and working of bearing,
Ma	rope wear and broken strands
nnually Mainten Service Schedule	Check rotatory condition noise and slip of car top pulley
ua	Check rotary condition and slip of counter weight pulle
Sei	Check Main ropes condition, slip, damage and foreign substances
ui A	Check Damage of traveling cable and interruption with other device in
em	hoistway, damage of end part and bending part
S	Check compensation chain tension
	Check counter action for hoistway against earthquake like damage or
9	extension on rope length of counter weight and car, logical application
rvi	of traveling cable protection.
Sei	Check counter action for pit against earthquake for pit buffer, governor
8	supporting pulley.
nce	Check following items must be displayed where anybody can see easily
<u>na</u> Ile	Manufacturer, capacity (Load) Speed, passenger guide board, intercom,
edu	maintenance company.
ually Maintenance & Service Schedule	Check car sills to hoistway wall distance standard: less than 125mm.
N N	Check guide rail & brackets serious rust and corrosion on rail, fixed
llall	condition by bolt and welding.
	Check serious rust and corrosion on bolt of counter weight, pulley
An	condition, interruption on travelling.
	Break or water leakage on hiostway wall.

# 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:

# 06Nos. Passenger Lifts (Schindler)

S. No.	Description of Services	(Monday to Saturday)	Proposed Services Management Plan
1	Supervisory Services	Shift A 07:00AM to 03:00PM Shift B 03:00PM to 11:00PM	
2	Technical Services inside machine room	Shift A 07:00AM to 03:00PM Shift B 03:00PM to 11:00PM	
3	Technical Assistance Services inside Lift car dedicated for executive floor	Shift A 07:00AM to 03:00PM Shift B 03:00PM to 11:00PM	
4	Technical Assistance Services inside Lift Car	Shift A 07:00AM to 03:00PM Shift B 03:00PM to 11:00PM	
5	Technical Assistance Services inside machine room	Shift C 11:00PM to 07:00AM	
6	To Provide Technical Assistance Services at Landings	Shift A 07:00AM to 03:00PM Shift C 11:00PM to 07:00AM	

# 01 No. Passenger Lift (FUJI)

Sr. Nos.	Description of Services	(Monday to Saturday)	Proposed Services Management Plan
1	Technical Assistance Services in machine room	07:30AM to 06:30PM	
2	Technical Assistance Services at Landings	07:30AM to 06:30PM	

1.		As per preventive and	Round the clock 365
		corrective	days a year
	Technical Support Services	maintenance	
	including Troubleshooting,	schedules and	
	Inspections, Preventive and	emergency response	
	Corrective Services for all above	requirements shared	
	mentioned lifts	by the Client	
		(including Weekends	
		and Holidays)	STANK OF DES

For Bah

PADTUS

For Bidder (Sign and Stamp)

# 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



For Banching Parint

1. General Provisions	
1.1. Definitions	1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
	<ul> <li>a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>b) "Authorized Officer" means the person notified by SBP BSC to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.</li> <li>c) "Confidential Information" means all information (including copies" however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or</li> </ul>
	<ul> <li>by implication, confidential or of commercial value.</li> <li>d) "Client / SBP BSC" means SBP Banking Services Corporation, that signs the Contract for the Services with the selected Service Provider.</li> <li>e) <u>"Contract"</u> means the legally binding written agreement signed between the Client and the Service</li> </ul>
	<ul><li>Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.</li><li>f) "Day" means a Gregorian calendar day unless</li></ul>
	<ul> <li>indicated otherwise.</li> <li>(GCC" means these General Conditions of Contract;</li> <li>(Government" means the Government of the Islamic Republic of Pakistan;</li> <li>(Party" means the Client or the Service Provider, as</li> </ul>
	<ul><li>the case may be, and "Parties" means both of them;</li><li>j) "Services" means the work to be performed by the Service Provider under this Contract.</li></ul>
	<ul> <li>k) "Service Provider's Bid" means the completed Bidding Documents submitted by the Service Provider to the Client</li> <li>l) "SCC" means the Special Conditions of Contract by</li> </ul>
	which the GCC may be amended or supplemented; m) <b>"Specifications"</b> means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client
	<ul> <li>n) "Service Points" are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.</li> <li>o) "Service Provider" means the person whose</li> </ul>
	<ul> <li>b) Service Provider means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.</li> <li>p) "Service Provider's Employee" employees of the person</li> </ul>

# 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 <b>at Section VI-Part-1.</b> 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	<ul> <li>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.</li> <li>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.</li> </ul>
1.8. Taxes, Duties and other applicable laws	<ul> <li>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.</li> <li>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.</li> </ul>
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 with the service timings depending upon the
For Bidder (Sign and Stamp)	For Ban (2000)

1.12. Attendance of Meetings         1.13. Responsibilities, Liabilities And Warranties By The Service Provider	<ul> <li>requirements of the Client which will be communicated to the Service Provider from time to time.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>1.11.6. If Client finds that any of the Service Provider's representative have (i) 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.</li> <li>1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discust the quality of services and other matters related to the Contract, without any compensation from Client.</li> <li>Notwithstanding to any provision contained in the Contract, the Service Provider shall excute and deliver Services as mentioned in the Contract. The Service Provider shall execute and deliver Services as communicated by Client from time to time during e</li></ul>
	service providers cards for identification and any others
	practices which are followed in Client. Service Provider
	shall not act in a way which is prejudicial to Client's
	interests or business;
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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,	Comple	etion, Modification, and Termination of Contract
2.1. Effectiveness	2.1.1.	This Contract shall come into effect on the date the Contract is
of Contract		signed by both parties or such date as may be stated in the <b>SCC</b>
		or work order.
2.2. Duration of	2.2.1.	The duration of this contract shall be twelve (12) months,
Contract		renewable for further two years on mutual consent on the same
		rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
2.3. Extension of	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
		and award of a fresh contract.
2.4. Modification/	2.4.1.	Modification of the terms and conditions of this Contract,
Variations		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.	Definition
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 approximation
		under the circumstances. The Party affected by Fore Majeure
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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 <b>clause 2.6</b> of the Contract because of Force
	252	Majeure.
	2.5.2.	No Breach of Contract
		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 p	eriod within which a Party shall, under this Contract, complete
	any a	ction or task or additional task shall be extended for a period
	equal	to the time during which such Party was unable to perform such
	activit	ties as a result of Force Majeure or on the advice of Client.
2.6. Termi	<b>ination</b> 2.6.1.	<u>By the Client</u>
		The Client may terminate this Contract, by not less than
		fourteen (14) days written notice of termination to the
		Service Provider, to be given after the occurrence of any of the
		events specified in paragraphs (a) through (g) of this <b>Clause</b>
		<b>2.6.1</b> :
		a) if the Service Providers do not remedy a failure in the
		performance of their obligations under the Contract,
		b) if the Service Provider becomes insolvent or bankrupt;
		c) if, as the result of Force Majeure, the Service Provider/s
		are unable to perform a material portion of the Services for not less than sixty (60) days; or
		d) if the Service Provider/s, in the judgment of the client has
		engaged in corrupt or fraudulent practices in competing
		for or in executing the Contract.
		e) If The Service Provider's employees commit a serious
		crime within the premises which can result in police
		action under Penal Code of Islamic Republic of Pakistan.
		f) if the Service Provider does not maintain a Performance
		Guarantee under Clause 3.12
		g) if Service Provider materially or consistently breaches the
		Contract including failure to correct performance
		deficiencies as mentioned under the <b>Clause 7.2</b> .
		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.
	262	By the Service Provider
	2.0.2.	The Service Provider may terminate this Contract, by not less
		than sixty (60) days" written notice to the Client, section
		to be given, if the Client fails to pay any amount to see Service
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	Provider under this Contract and not subject to dispute pursuant to <b>Clause 7</b> 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 <b>Clauses 2.6.1 or</b>
	<b>2.6.2</b> , 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 <b>Clause 2.6.1</b> , 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
	<b>under Paragraphs</b> (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.	
	<ul><li>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</li></ul>	
	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.	
	<ul> <li>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.</li> </ul>	
	3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5 <sup>th</sup> 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	
3.2. Indemnity	prejudicial to the interest and business of the Client.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		
	3.2.2.	and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract. 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 Dravider together in each case with any interest
	3.2.5.	Service Provider together in each case with any interest, fines or penalties thereon All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency,
		autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service
		Provider or their legal heirs.
3.3. Conflict of Interests	3.3.1.	Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts. 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.	<ul> <li>Prohibition of Conflicting Activities</li> <li>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;</li> </ul>
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
	3.4.2.	public any information relating to the bidding documents, bidding process and award of the contract to any person or
	3.4.3.	entity without the Bank's prior written consent. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service the service

3. Obligations of the Service Provider			
the Bank may reject its bid and/or terminate the contract			
	Service Provider.		
3.5. Contractual Liability Insurance	<ul> <li>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 pay the SBP BSC's claim shall authorize SBP BSC to deduct the claimed amount from the amount payable to</li> </ul>		
3.6. Service Providers' Actions Requiring Client's Prior Approval 3.7. Independent Service Provider Status	<ul> <li>to deduct the claimed amount from the amount payable to Service Provider.</li> <li>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions: <ul> <li>a) entering into a subcontract for the performance of any part of the Services,</li> <li>b) changing the schedule of activities;</li> <li>c) any other action that may be specified in the SCC.</li> </ul> </li> <li>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.</li> <li>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.</li> <li>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 to the service provider at any of the premises of SBP BSC for performance of the service provider at any</li> </ul>		
For Bidder (Sign and Stamp)	Civil Maintenance For Bank Source		

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
	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 <b>Clause 3.9</b> 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	case not later than upon termination or expiration of this
the Client	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
211 Develtion /	be subject to approval of Client.
3.11. Penalties / Liquidated	3.11.1.For each deficiency and poor service, SBP BSC will impose a
Damages	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 S	ervice 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 and	5.4.1. No assistance regarding exemption will be provided by the Client.				
Exemptions	Chent.				
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 the Service Provider			
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract		
	Price/rates and shall be a fixed lump-sum including all other costs		
	incurred by the Service Providers in carrying out the Services.		
	Except as provided in <b>Clause 5.2</b> , the Contract Price may only be		
	increased above the amounts stated in <b>Clause 6.2</b> 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		

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			
( ) Dermontfor	contract except as otherwise specified in the Contract.			
6.3. Payment for Additional	6.3.1. In case of additional services beyond daily service duration are			
Services	required, the Service Provider shall have to arrange and provide the			
berriees	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 / Resources as per proposed			
	per the Price Schedule management plan			
	/ (9 hours)			
	30			
6.4. Terms	6.4.1.The payments shall be made to the Service Provider on monthly basis			
and	after adjustment of any claims/ deduction against the Service			
Conditions of				
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:			
	used for pro-rata calculation as mentioned below.			
	Monthly charges Resources as per			
	as per the Price / proposed			
	Schedule management plan * Number of days for which services			
	30 vinich 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.			
	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.			
	662 The Service Providence bound to new receivering and other terror			
	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 of the second			

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6. Payments to the Service Provider											
		regard.	Any	concealing	facts	in	this	regard	would	lead	to
		termina	tion o	f Contract ar	ıd blac	cklis	ting e	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 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	<ul> <li>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.</li> <li>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.</li> </ul>		

<b>9.</b> H	lealth, Safety, Utilities, First Aid Facilities
9.1. Health, Safety,	9.1.1. The Service Provider shall comply with all statutory and
<b>Environment</b> and	regulatory requirements related to Health, Safety,
Security (HSE&S)	Environment and Security (HSE&S) as well as SBP BSC's
	<ul> <li>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.</li> <li>9.1.2. SBP BSC may periodically check the Service Provider.</li> </ul>
	compliance with standard HSE&S practices and conduct
For Bidder (Sign and Stamp)	Civil MAINTENANCE For Ban (Singusod Sarro)

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9.2. Electric Power Supply, Water Supply, Telephone etc.	<ul> <li>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.</li> <li>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.</li> <li>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.</li> <li>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures: <ul> <li>a)</li> <li>b)</li> <li>Control of other air pollutants.</li> <li>c)</li> <li>Recovery and recycling of usable materials.</li> <li>d)</li> <li>Control of noise from power facilities.</li> <li>f)</li> <li>Limitation of Vibrations.</li> <li>g)</li> <li>Preservation of archaeological Sites.</li> <li>i)</li> <li>Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.</li> </ul> </li> <li>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&amp;S requirements of SBP BSC communicated to the Service Provider from time to time.</li> <li>9.2.1. Water and electric power for rendering the services under the Contract will be provided by SBP BSC. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the</li> </ul>
Telephone etc.	
	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.
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10. Corrupt and Fraudulent Practices				
<b>10.1. Corrupt &amp;</b> 10.1.1.The Client requires compliance with its policy regarding				
<b>Fraudulent</b> corrupt and fraudulent practices. In pursuit of this policy,				
<b>Practices</b> the Client follows, inter alia, the instructions contained in				
Rule 2(1)(f) of PPR 2004 which defines:				
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i.       "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including.         ii.       "coercive practices" which means any impairing or harming or threatening to impair on 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.         iii.       "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:         iv.       "corrupt practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and         10.2.1.The client will terminate the contract if it determines that the Service Provider recommende for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;         10.2.1.The client will service Provider incligible, either indefinitely or for a stated period, to be awarded a client's contract if at any time it determines that the service provider has, directly or trioder has, directly or fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;         10.2.1.The client will service Provider incligible, either indefinitely or for a stated period, to be awarded a client's contract if at any time it determines that the service provider found to be induliging in corrupt practices in competing for the cortider induligible, either indef						
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	Fraud	Cross verification of documentary			
		undertakings submitted by Contractor/			
		Bidder/Consultant/Supplier			
	Collusion				
	0011001011	resulting in substantive evidence of			
		collusion			
	Performance	Documented evidence in form of			
	Deficiencies				
	Denciencies	performance deficiencies not suitably			
		responded or defended by Contractor/			
	Bidder/ Supplier/ Consultant				
	However such barring 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	10.3.1.Beneficial O	wnership information			
Ownership	For Service	s/works worth Rs.50M or above, the bidder			
information	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:				
	i. Blacklist the said company in accordance with				
	rule 19(1)(a) of Public Procurement Rules, 2004,				
		ct the bid of the said company.			
	n. Keje	et the bid of the sald 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	Amendments of, and Supplements to, Clauses in the General		
GCC Clause	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 06 Nos. Passenger Lifts (Schindler) at SBP Main Bank Building and 01 No. Passenger Lift at SBP Bolton Market Building at Karachi		
	Reference No: HOK-E-90		
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		
5.12	Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any		
	Scheduled Bank registered in Pakistan.		
	The Performance Security would remain valid 28 days beyond the contract expiry date.		
6.5	Payment shall be made in Pak Rupees.		
8.1.2	Place of arbitration would be Karachi.		



# **STANDARD FORMS**

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



#### SECTION VIII- Contract for Continuous and Uninterrupted Management Services of 06 Nos. Passenger Lifts (Schindler) at SBP Main Bank Building and 01 No. Passenger Lift at SBP Bolton Market Building at Karachi

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

#### **BETWEEN**

**SBP Banking Services Corporation** established under SBP Banking Service Corporation Ordinance 2001, having its office located at ------- represented by the \_\_\_\_\_\_ (hereinafter referred as "**SBP BSC"**) (which expression, wherever the context so required, shall include its heirs, 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 Number	er)
Witnesses-1:	
Signed by:	
CNIC # :	
Witness-2:	

Signed by:	



#### (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)

Guaran	itee	No.	 	
-				

Executed on \_\_\_\_

(Letter by the Guarantor to SBP Banking Services Corporation) Name of Guarantor (Scheduled Bank in Pakistan) with

address:\_\_\_\_\_

Name of Principal (Service Provider) with

address:\_\_

Penal Sum of Guarantee (express in words and figures)

Letter of Acceptance No.\_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

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

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

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



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

# CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES OF 06 NOS. PASSENGER LIFTS (SCHINDLER)

AT

# SBP MAIN BANK BUILDING AND 01 NO. PASSENGER LIFT (FUJI) AT SBP BOLTON MARKET BUILDING AT KARACHI

# **BIDDING AND CONTRACT DOCUMENTS**

**VOLUME-II** 

**FINANCIAL BID** 

JANUARY 2023



# Section V- Form for Financial Bid

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

Date: \_\_\_\_

To:

SBP Banking Services Corporation, Head Office

## **Dear Sir:**

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



# Form II – Price Schedule The Financial Bid

Name of Bidder\_\_\_\_\_ Reference Number:

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

Sr. No.	Description	Fee per Month inclusive of all applicable taxes etc. (Rs.)	Annual Amount (Rs.)	
1	Supervisory Technical and maintenance Services			
	(Supervisory services) Fee			
2	Technical & Maintenance Services for Lifts (Operator services) Fee			
3	Technical Support Services Fee			
	Total Fee for One Year (Rs) =			

# 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:

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

2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan 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:

