

TWO VOLUMES Volume-I: Bidding and Contract Documents Volume-II: Financial Bid

SBP BANKING SERVICES CORPORATION

CONTINUOUS AND UN-INTERRUPTED MANAGEMENT SERVICES OF DIESEL GENERATOR SETS, ALLIED EQUIPMENT, UPS SYSTEM AND ELECTRICAL DISTRIBUTION ROOM AT

STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION RAWALPINDI

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





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
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(Bidding Documents-Section-I)

INSTRUCTIONS TO BIDDERS

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Clause No.

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Section – I INSTRUCTIONS TO BIDDERS

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



		B. Bidding Document
6.	Content of	6.1. The given contents of the Bidding Documents subscribe to Rule 23
	Bidding	of PPR 2004. These should be read in conjunction with any
	Documents	addendum issued under ITB Clause 8:
		i. Invitation to Bids.
		ii. Instructions to Bidders (ITB)
		iii. Bid Data Sheet (BDS)
		iv. Form of Bid
		v. Form of Contract
		vi. General Conditions of Contract (GCC)
		vii. Special Conditions of Contract (SCC)
		viii. Bill of Quantities/Description of Services
		ix. Bid Evaluation Criteria
		x. Format of Security Forms
		6.2. Bidders are expected to examine all instructions, forms, terms,
		specifications, and other information in the Bidding Documents.
		6.3. Failure to furnish all information required by the Bidding
		Documents or to submit a bid not substantially responsive to the
		Bidding Documents in every respect will be at the Bidder's risk and
		may result in the rejection of its bid.
7.	Clarification of	7.1. A prospective Bidder requiring any clarification of the Bidding
	Bidding	Documents may approach SBP BSC in writing at the given address
	Documents	and by one of the means indicated in the BDS. The SBP BSC will
	and Pre-bid	respond in writing to any request for clarification of the Bidding
	Meeting	Documents that it receives no later than seven (07) days before the
		deadline of submission of bids. Copies of the SBP BSC's response
		(including an explanation of the query but not identifying its
		source) will be sent to all prospective Bidders that received the
		Bidding Documents from the SBP BSC
		7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that
		any provision in the documents is contrary to the provisions of
		procurement regulatory framework, such issue should be raised as
		soon as possible. Any party may file its written complaint against
		the eligibility parameters, evaluation criteria, or any other terms
		and conditions prescribed in the Bidding Documents, if found
		contrary to the provisions of the procurement regulatory
		framework, the same shall be addressed by the Grievance Redressal
		Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: www.ppra.org.pk and
		as provided in Bid Data Sheet (BDS).
		7.3. As specified in the BDS, the SBP BSC will organize and Bidders are
		welcome to attend a Pre-bid meeting at the time and place indicated
		in the BDS. The purpose of the meeting will be to clarify issues and
		answer questions on any matter that may be raised at this stage,
1		with particular attention to issues related to the Technical
		Requirements. Minutes of the meeting, including the questions
		raised and responses given, together with any responses prepared
		after the meeting, will be transmitted without delay to all those that
		received the Bidding Documents from the SBP BSC. Any
		modification to the Bidding Documents listed in ITB Clause 6.1 ,
		which may become necessary as a result of the pre-bid meeting,
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		shall be made by the SBP BSC by issuing an Addendum under ITB Clause 8 .		
8.	Amendment of Bidding Documents	 8.1. At any time before the deadline for submission of bids, SBP BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document. 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'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. 9.1. The bid prepared by the bidder and all correspondence and 		
		C. Preparation of Bids		
	Language of Bid	9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and SBP BSC shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.		
10	Documents Comprising the Bid	 10.1. The bid submitted by the Bidder shall comprise the following: Forms for Technical Bid under Section III Documents related to Minimum Eligibility/Qualification Criteria under Section IV Forms for Financial Bid under Section V. Bidding Documents (in original) duly signed and stamped on each page / sheet. Bid Security in original/Bid Securing Declaration. Power of Attorney in accordance with the Clause 15 of ITB. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet. 		



11. Bid Prices	 11.1.The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the SBP BSC when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.2.All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department. 11.3.If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract 			
	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 ITB Clause 14 in all respects. 			
14. Bid Security	 14.1.The bid security shall be denominated in the currency of the bid: 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; 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; be payable promptly upon written demand by the SBP BSC; be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. Bids submitted with insufficient bid security will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. 			



	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 period of bid validity; or ii. If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24 of ITB hereof; iii. In the case of a most advantageous bidder, if he fails to: a. Furnish the required Performance Guarantee in			
	accordance with Clause 32 of ITB , or			
	b. Sign the Agreement, in accordance with Sub-Clauses 30.2 & 30.3 of ITB			
15. Format and Signing of Bid	 15.1. The Bidder shall prepare one original and at least one copy of the bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the original bid shall prevail. 15.2. The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid under ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid are to be properly completed and signed. 15.3.No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected. 15.4.In accordance with ITB Clause-16, Bids shall be sealed in an envelope addressed to SBP BSC at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place. 15.5. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. 			



	D. Submission of Bids			
16. Sealing and	16.1.The Bidder shall seal the original and each copy of the bid in			
Marking of	separate envelopes, duly marking the envelopes as "ORIGINAL			
Bids	BID" and "COPY NO. [Number]." The envelopes shall then be			
	sealed in an outer envelope. The inner and outer envelopes shall be			
	addressed to the SBP BSC at the address given in the BDS, and carry			
	the statement "DO NOT OPEN BEFORE [Date & Time of the Bid			
	Submission Deadline]."			
	16.2.In addition to the identification required in Sub-Clause 16.1 , the			
	inner envelopes shall indicate the name and address of the Bidder			
	to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.			
	16.3.If the outer envelope is not sealed and marked as above, the SBP			
	BSC will assume no responsibility for the misplacement or			
	premature opening of the Bid.			
17. Deadline for	17.1.Bids must be received (through an authorized representative or			
Submission of	courier/postal service) by SBP BSC at the address specified in the			
Bids	BDS, no later than the bid submission deadline specified in the BDS.			
	Bids submitted through telegraph, telex, fax or e-mail shall not be			
	considered. Any bid received by the SBP BSC after the deadline for			
	submission prescribed in the Bid Data Sheet will be returned			
	unopened to such bidder.			
	17.2. SBP BSC may extend the deadline for submission of bids by issuing			
	an amendment under ITB Clause 8 , in which case all rights and			
	obligations of the SBP BSC and the bidders previously subject to the			
	original deadline will then be subject to the new deadline.			
18. Late Bids	18.1.Any Bid received (through an authorized representative or			
	courier/postal service) by SBP BSC after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.			
19. Modification	19.1.The Bidder may modify or withdraw its bid after the bid's			
and	submission, provided that written notice of the modification,			
Withdrawal of	including substitution or withdrawal of the bids, is received by the			
Bids	SBP BSC before the deadline prescribed for submission of bids			
	under ITB Clause 17.			
	19.2.No bid can be modified after the deadline for submission of bids.			
	19.3.No bid can be withdrawn in the interval between the deadline for			
	submission of bids and the expiry of the period of bid validity,			
	specified by the Bidder on the Bid Form. Withdrawal of a bid during			
	this interval will result in the Bidder's forfeiture of its bid security.			
00 D'10 :	E. Bid Opening and Evaluation			
20. Bid Opening	20.1. The Bank will open all bids, including modifications, in public, in the			
	presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.			
	20.2.For in person meeting, the bidders' representatives shall sign an			
	attendance sheet as proof of their participation.			
21. The process to	21.1.The disclosure of information relating to the examination,			
Be	clarification, evaluation, comparison of bids and recommendations			
Confidential	for the award of a contract shall be subject to Rule 41 of PPR-2004.			
	21.2.Information relating to evaluation of bids and recommendations			
	concerning to award of the contract shall not be disclosed by SBP			



BSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.21.3.The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without SBP BSC's prior written consent.21.4.In case of any disclosure related to the bidding process 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 BidsElider for clarification of its bid.23. Preliminary Examination23.1.The Bank will examine the bids to determine whether; i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV 23.2.Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. 23.3.Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected. 23.5.Bids submitted by the Bank for any arithmetic errors. Arithmetical errors will be reservation will be rejected. 23.5.Bids submitted to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be recettide by the Bank for the price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the de						
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the unit price shall be corrected;						
ii. if there is an error in a total corresponding to the addition or						
		subtraction of sub-totals, the sub-totals shall prevail and the				
		total shall be corrected; and				
iii. Where there is a discrepancy between the amounts in figures						
		and in words, the amount in words will govern.				
		iv. Where there is discrepancy between grand total of price				
schedule and amount mentioned on the Form of Bid, the		schedule and amount mentioned on the Form of Bid, the				



 amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. 24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 14. 25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail. 25.2. SBP BSC will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared nonresponsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price: (a) Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof. 			
(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.			
 25.3.The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria. 25.4.The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 25.5.Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the 			
relative ranking of any other bidders. 26.1.Subject to Clause 22 of ITB heretofore, no bidder shall contact SBP BSC on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by SBP BSC. The evaluation results shall be announced as under: (a) Technical Evaluation Report/Results would be posted for			
 (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			
27.1.The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially			



	T			
	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				
Reject all the	all bids at any time before award of contract under Rule 33 of			
Bids	PPR-2004 without thereby incurring any liability to the affected			
	bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all hids			
	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	price or other terms and conditions, provided such variation			
Time of Award	should be in line with the provisions of PPR-2004.			
30. Notification of	30.1.Prior to the expiration of the period of initial/extended bid			
Award and	validity, the Bank will notify the most advantageous Bidder in			
Signing of Agreement	writing ("Notification of Award"), to be confirmed in writing by registered letter/email, that its bid has been accepted.			
Agreement	30.2.Within twenty-one (21) days from the date of furnishing of			
	acceptable Performance Guarantee under the Conditions of			
	Contract, SBP BSC will send the most advantageous bidder the			
	Form of Agreement provided in the Bidding Documents,			
	incorporating all agreements between the parties.			
	30.3.The formal Agreement between SBP BSC and the most			
	advantageous bidder shall be executed within seven (07) days of			
	the receipt of Form of Agreement by the most advantageous bidder			
	from SBP BSC.			
	30.4.Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, SBP BSC will			
	discharge its bid security.			
31. Disqualification	31.1.After issuance of Notification of Award and before execution of			
Prior to	procurement contract with the most advantageous bidder, if the			
Contract	Bidder has been disqualified pursuant to Rule 18 and Rule 19 of			
Signing	PPR-2004 or any other reason has led to the disqualification of the			
	most advantageous bidder or if the conditions of his qualification			
	are invalid, the next Most Advantageous bidder will be considered			
	as responsive provided accepting this bid does not conflict with			
	applicable laws.			
	31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should			
	be provided to the bidder with the Most Advantageous bid.			
L	be provided to the bidder with the most Auvantageous blu.			



32. Performance Guarantee	 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. 32.2. Failure of the most advantageous Bidder to comply with the requirement of ITB 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids. 		
33. Advance Payment and Security	33.1. SBP BSC will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.		
34. Grievances Redressal	34.1.Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR- 2004 . The details of GRC is given on the PPRA website: <u>www.ppra.org.pk</u> and as given in Bid Data Sheet (BDS).		
35. Code of Conduct	35.1.It is the SBP BSC's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution		
	 of such contract. In pursuit of this policy, the SBP BSC follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines: "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- i. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; 		
	 iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and v. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;" 35.2.Under Rule 19 of PPR-2004, the SBP BSC can inter alia blacklist the biddow found to be indukting in compute or froudulent 		
	the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and		



	communicated to the PPRA. 35.3. Under Rule 19 of PPR-2004 , the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of SBP BSC management:		
	Nature of Offense/Fault	Means of Verification	
	Corrupt and Fraudulent Practices	 Results of Bid/Proposal analysis resulting in substantive evidence of collusion. Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation Cross verification of documentary undertaking submitted by Service Provider. 	
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	
	Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	
	However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.		
	 35.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the SBP BSC and the bidder shall be solely responsible for seeing that a proper receipt is provided. 35.5. Under Rule 7 of PPR 2004, bidder undertakes to sign an Integrity with the proper bidd for seeing that Pidding. 		
	 pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by SBP BSC. 35.6.SBP BSC's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the SBP BSC's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement. 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 		



36. Overriding Effect of PPR-	 set forth below: A bidder that has been engaged by the SBP BSC to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services. 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 such preparation or implementation. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. A bidder (including its Personnel) that has a business or family relationship with a member of the SBP BSC's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the SBP BSC. iv. Bidders shall not recruit or hire any agency or current employees of the SBP BSC sort other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employee confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SBP BSC by the bidder shall prevail.
	PPK-2004 shall prevail.
2004	
37. Beneficial	37.1.For Services/works worth Rs.50M or above, the bidder shall
Ownership	provide Beneficial Ownership information on the prescribed
Information	Form. Failure to provide the required information of the beneficial
	ownership by the company or submission of false or partial
	information, the procuring agency shall:
	(a) Blacklist the said company in accordance with rule 19(1)(a) of
	Public Procurement Rules, 2004,
	(b) Reject the bid of the said company.



Section II - Bid Data Sheet (BDS)

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

ITB Clause	Description								
1.1	 Procurement Title: Continuous and Un-interrupted Management Services of Diesel Generator sets, Allied equipment, UPS System and Electrical Distribution Room at State Bank of Pakistan Banking Services Corporation Rawalpindi Reference Number: <i>RWP-E-1</i> 								
	Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004 Procurement Procedure: "Single Stage Two Envelopes Procedure" as per Rule- 36(b) of PPR-2004.								
7.3	No Pre-bid meeting will be held.								
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.								
14.1	 Bid Security of Amount as stated in Published Tender Notice in favor of SBP BSC shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call in favor of SBP-Banking Service 								
	Corporation valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid.								
	• Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)								
15.1									
16.1	 Only original Bid is to be submitted. 1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters. 								
	2. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]". The content of the Technical and Financial Proposal is mentioned in BDS.								
	 Following should be the contents of the Technical Bid Envelope: i. Form I of Section III – Authorization Form for Bidder's Representative 								
	 ii. Form II of Section III – Form of Technical Bid iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order or Bid Securing Declaration. 								
	 iv. Form IV of Section III – Technical Compliance Form v. Form V of Section III – Undertaking vi. Form VI – Declaration of Beneficial Owners' Information 								
	vii. Duly signed and stamped, Volume-I of the Bidding document. viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV								



	4. Following should be the contents of the Financial Proposal								
	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:	RWP-E-1					
Title:	Continuous and Un-interrupted Management Services of Diesel Generator sets, Allied equipment, UPS System and Electrical Distribution Room at State Bank of Pakistan Banking Services Corporation Rawalpindi					

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. RWP-E-1

Continuous and Un-interrupted Management Services of Diesel Generator sets, Allied equipment, UPS System and Electrical Distribution Room at State Bank of Pakistan Banking Services Corporation Rawalpindi

To:

Gentlemen,

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

Dated this ______day of _____, 20XX

Signature _____

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

(Name of Bidder in Block Capitals) (Seal)



Address	
Witness:	
(Signature)	
Name:	
Address:	
C.N.I.C No:	



Form – III

(Bid Security Form)

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

Over Stamp Paper

Guarantee No._____ Executed on _____

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

Name of Guarantor (Scheduled Bank in Pakistan) with address: ______ Name of Principal (Bidder) with address: ______

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

Bid Reference No._____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, or
 - (c) failure of the most advantageous bidder to
 - (i) furnish the required Performance Guarantee, or
 - (ii) sign the proposed Contract,

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

NOW THEREFORE, if the most advantageous bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within fifteen (15) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety , as may be



required, upon the form prescribed by the said SBP BSC for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Guarantor (Bank)

1. Signature

2. Name: ___ 3. Title

Witness:

1.

2.

(Name, Title and Address)



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

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

Seal and Signature of Bidder:_____

General Note

_

- The Minimum Eligibility / Technical Compliance will be evaluated totally on a compliancebased method. The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.
- The bid found to be the Most Advantageous i.e. having qualified the minimum / technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.



Form – V <u>(Undertaking)</u>

(Over Stamp Paper of Rs. 100)

Dear Sir,

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

Seal & Signature of Bidder:

Date:



Form – VI (Declaration of Beneficial Owners' Information)

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

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

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

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

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

1 2 3 4 5 6 7 8



Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total numbe	er of shares ta words]		in figures and	

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

Name & signature

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



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

1. Basic Conditions for Qualification

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

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

2.1 General

Qualification will be based on all the criteria given in paras **2.1 to 2.2** regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. SBP BSC reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. SBP BSC may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the SBP BSC, which is incorrect in any respect.



2.2 Qualification Criteria

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

Sr.	Minimum Eligibility/ Qualification Criteria	Means of verification	Attached
1.	Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization, is not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws	Undertaking required on stamp paper of Rs.100/- as per format provided in Form – V	Undertaking required on stamp paper of Rs.100/- as per format provided in Form – V
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. 0.50 Million at any one instance in three months period prior to publication of ITB	Required Bank Statement fulfilling criteria
9.	General Experience of providing Services	Minimum of 05 Years of Services experience. The bidder must provide "Letter of Award/ Contract agreement/Taking Over/	Required Documents fulfilling criteria



		Completion Certificate" of the projects of which the experience is being claimed.	
10.	Particular Experience of the Firm	Services provided amounting to minimum of Rs. 5.00 Million/year/contract (at least 02 contracts during last five (05) years). The bidder must provide Work orders/ Completion certificates/ contract agreements etc. of the projects of which experience is being claimed.	Required Documents fulfilling criteria



Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



RWP-E-1

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

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

<u>S No.</u>	Diesel Generator set in KVA	Make	Location
1	500 KVA	FG Wilson	
2	500 KVA	FG Wilson	SBP BSC (Bank),
3	300 KVA	Perkins	Rawalpindi
4	30 KVA	FG Wilson	

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

The following service execution schedule shall be followed:

Sr No.	Nature of Service	Execution Schedule
1	Services in Electrical Distribution Room (Supervisory Services)	Monday to Saturday from 07:30AM to 06:30PM
2	Services for Generators (Operator services)	Round the Clock 365 days a Year
3.	TechnicalSupport(Oncall)ServicesincludingTroubleshooting,Inspections,Preventive and Corrective Servicesfor DG sets and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)

4. Details & Frequency of Services:

Services:

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

Please note that material like Engine oil, filters, spare parts, fitting & fixtures etc. shall be provided by the Client in addition to Electricity and water supply. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the service provider.



	on of suitable space for Service Provider within or close to generators with a		
telepho	telephone extension from existing building for easy communication with the concerned		
officials	s of the Client.		
The Ser	vice Provider has to maintain at the premises, necessary tools/equipment and		
	equipment required for said service.		
-	ll Services		
i.	Maintenance services for Generators, all allied equipment and electrical		
	installations including fuel tanks, fuel piping system, equipment in electrical		
	distribution room and parts of generators including electrical such as control		
	circuit breakers, oil, air and fuel filters, batteries, dc motors, fuel pumps, fan		
	belts, actuators, modules, relays, sensors and switches and any other device or		
	component operating, Transformers, UPS, DBs, Circuit Breakers, apparatus		
	Control Panels, Power control wiring, lighting, switch & sockets, security		
	system controls, components and accessories		
ii.	Services for ensuring switching of power in case of utility failure and for testing		
	purposes including registering of complaint to concerned authority (Electricity		
	provider) and follow up for resolution.		
iii.	The periodical and preventive maintenance/service of the generators and		
	allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc.		
	basis and as per the service manuals of the manufactures in presence of the		
	Client's representative and details of these shall be duly entered in the daily log		
	sheets/book. The Service Provider shall complete the annual servicing,		
	maintenance, repairs and service during this period so that the generators are		
	in full working order following service. Checklists and reports for the services		
	must be submitted to the Client.		
:			
iv.	Immediate and appropriate disposal of waste, such as used oil, defective lights,		
	and of other such items according to municipal codes and environmental		
	standards.		
v.	Cleaning and general upkeep of generators, Electrical distribution room,		
	electrical installations, fixtures and surrounding areas.		
vi.	A complete daily general Monitoring of the entire installation shall be carried		
	out by the Service Provider who will immediately convey any abnormality in		
	generators and Allied Equipment, as well as make immediate arrangements to		
	set right such abnormalities.		
vii.	The Service Provider shall attend maintenance or repair work of the		
	generators and Allied Equipment on priority basis and if required the		
	maintenance services for rectification of equipment may be provided after		
	office hours or on holiday(s) to set right the service, or at any time due to		
	exigencies/ emergencies and will provide services for smooth working in the		
	minimum possible time. The Service Provider shall inform the Client well in		
	advance about any maintenance/repair/service work scheduled to be done by		
	the Service Provider after office hours or on holiday(s).		
viii.	A complete safeties monitoring of the generators, Allied Equipment and		
,	electrical installations shall be carried out by the Service Provider at least once		
	a month during which the defective part(s) shall be replaced by new one(s), if		
	required.		
a) 5a	ervices in Electrical Distribution Room (Supervisory Services) :		
-			
i.	Attending to phone calls and responding as necessary.		
ii.	Monitoring panels and Diesel Generators for abnormal amperes, voltages,		
	frequency, noise, vibration or any other abnormal condition.		
1			



iii.	Monitoring and logging fuel quantities in fuel tanks for generators on daily basis	
iv.	Reporting to Client and Calling for external help in emergency situations and whenever necessary.	
v.	Supervision of activities and liaison with the Client's staff in emergency situations.	
vi.	Supervision of repair and servicing activities at Client premises.	
vii.	Removal and disposal of waste.	
b) Ser	vices for Generators (Operator services): In addition to, and concurrent with,	
-	nentioned above, following services:	
i.	Maintain and operate generators during utility supply outages, testing and	
	maintenance activities.	
ii.	Attending to phone calls and responding as necessary	
iii.	Monitoring generators for abnormal temperature, pressure, amperes, voltages,	
	frequency, noise, vibration or any other abnormal condition.	
iv.	Monitoring and maintaining of appropriate fuel, oil and coolant levels in	
	generators daily and during running conditions.	
v.	Checking and testing the generators for proper smooth services on daily	
vi.	Immediate attending of generators in case of emergency	
vii.	Registering of complaint to concerned authority (Electricity provider) in case	
	of utility failure or phase reversal or any issue at utility side and follow-up for	
	resolution of complaint.	
viii.	Supervision of inspection and maintenance activities necessary to maintain the	
	generators in trouble-free and smooth operating condition.	
ix.	Reporting to Service Provider's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.	
х.	Cleaning the generators along with disposal of waste (used oil cans, coolant	
711	bottles, filters etc.).	
xi.	Immediately attending to faults and defects in components or continuous	
	services, and rectifying the same to facilitate smooth and uninterrupted services.	
xii.	Troubleshooting in case of defects, abnormal conditions and complaints.	
	Calling for backup support if necessary to further troubleshoot and rectify the	
	malfunction.	
-	hnical Support Services: In addition to above a & b, Round the clock on call	
	t is required for the following services:	
i.	Provide assistance in emergency situations	
ii.	Provide assistance in troubleshooting or repair and rectification work.	
iii.	Carry spare parts, tools or documentation between work sites.	
iv.	Smooth and uninterrupted services for generators through periodical	
17	inspections and monitoring. Resolution of fault of generators	
V.	Going off-site to bring in parts, material, documents or consumables as	
vi.	instructed by Service Provider's supervisory staff.	
vii.	Any other work assigned by the Client	
012 20	ervices: Round the clock support is required for the following services:	



i.	To provide assistance to the assigned vendors and Client officials during the preventive/corrective maintenance of UPS & Server Room's equipment and IT related equipment & its related infrastructure.		
ii.	Monitor and upkeep physical infrastructure facilities such as UPS systems power supply etc. at the Server room		
iii.	Support and upkeep the environmental controls such as air conditioners etc. at the Server room		
Frequ	ency of Services for Generators		
	Clean the generator set, control panel and generator & electrical distribution		
e	room. Check for fluid lookage and looks in the exhaust system		
lul	Check for fluid leakage and leaks in the exhaust system. Check the fuel tank level, fill as necessary.		
hei	Check the engine oil and coolant levels, replenish as necessary.		
Sc	Check the battery electrolyte fill with distilled water as necessary.		
ice	Check the battery connection and terminals make it clean and tight if		
erv	necessary.		
& S	Check for any abnormal noise and vibration after start of engine.		
ce	Check the control panels (power wizard) for indication of operation,		
an	particularly abnormal temperature and oil pressure.		
ten	Check the control panel for correct voltage and frequency: (400 L-L and 50 Hz)		
ain	Observe the functioning of battery charger.		
Ň	Check restriction indicator for air filters.		
<u>Daily Maintenance & Service Schedule</u>	Checking of generator on no load for 5 minutes and observe for any abnormality.		
	Immediately report and take corrective measure in case of any abnormality/non-compliance of above check list.		
	Check the electrical boxes, panels and cabinets are properly enclosed and not damaged.		
dule	Check and record battery system specific gravity and voltage of the pilot cell of each battery. Equalize charge, if required.		
che	Verify that battery caps vents are open.		
vice Schedule	Check level of electrolyte. Refill to proper level. Abnormal use of water indicates overcharging.		
Monthly Maintenance & Serv	Clean the generator set , power and control panels, and generator & electrical distribution room		
e &	Check and clean the Gen set breakers		
anc	Clean generators canopies both inside and outside		
ens	Check the generators on-load		
int	Check the control panel (Power Wizard) for indication of operation.		
Ma	Particularly abnormal temperature and oil pressure		
<u> vlr</u>	Record AC voltage, frequency, and amperage.		
nt	Record oil pressure, water, oil and air temperature after 15 minutes running time.		
Mo	While unit is working, thoroughly observe working for any indication of		
	defects or possible malfunctions.		
	Check exhaust system and muffler for leaks.		
I			



		Verify that transfer switch normal position pilot light is illuminated and
		isolating switch is closed – standby () and system is set for automatic start and
		transfer.
		Verify that all alarm pilot lights off.
		After unit has been run, check lubricant and coolant according to
		manufacturer's instructions.
		Maintain engine oil and fuel log in Generator Room.
		Service the air cleaner, replace as required.
Š		Test and record coolant freeze protection and level. Add coolant as required
nce		Check the electrical boxes, panels and cabinets are properly enclosed and not
nai	به	damaged.
ite	lub	Check restriction indications for air filter
air	he	Cleaning of fuel storage tank if necessary
Ň	Sc	Checking of flexible and rubber hose pipes
ally	ice	Replace fuel and oil filters (as per manufacturer's recommendation)
<u>Semi Annually Maintenance &</u>	Service Schedule	Check Air filter and replace if necessary
An	Š	Check the control panel and correct voltage and frequency
ni		Check and clean the electric panel, ATS & Changeover panels installed at power
Sei		house
		Inspect and adjust rack on unit injector or fuel distributor pump according to
		manufacturer's instructions.
		Adjust governor for proper operating speed according to manufacturer's
		instructions.
lle		Change governor oil (if applicable).
npa		Flush cooling system and check hoses (if required).
che		Tighten control and power wiring connections.
e So		Inspect and clean generator rotor, stator, and exciter.
/ice		Check the calibration of voltage-sensing relays/devices.
<u>ntenance & Service Schedule</u>		Clean voltage regulator.
s S		Check generator bearings and bearing grease. Lubricate in accordance with
Se S		manufacturer's instructions.
<u>n</u>		Visually check bus bars, bracing, and feeder connections for cleanliness and
eni		signs of overheating.
int		Exercise the Emergency Power Supply System (EPSS) circuit breakers,
Ма		including main and feed breakers between the Emergency Power Supply (EPS)
lv l		and the transfer switch load terminals.
lal		Clean commutator and collector rings. Check brush wear and tension in
Annually Ma		accordance with manufacturer's instructions.
		Measure and record resistance reading of generator windings. Note: First
		separate brushes from commutator to avoid damage to control circuits.
		Perform other work prescribed by the manufacturer.
		Check and adjust valve clearance & Torque bolts after 500 operating hours or
		as per manufacturer recommendation.

5. <u>Electrical Services:</u>

Electrical Services:

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



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

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

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



SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

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



SCHEDULE E TO BID

PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

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

1. Resources

S. No	Component of Premises	Service Requirement	Propose d Services Daily Schedule Manage ment Plan	
DG set	DG sets and Allied Equipment services			
1.	Electrical	Services in Electrical	07:30 AM to 6:30	
1.	Substation/Distribution	Distribution Room	PM	
	room and IT Server Room	(Supervisory Services)		
	Electrical	Services for Generators	Round the clock	
2.	Substation/Distribution	and Allied Equipment	365 days a year	
	room , IT server Room	(Operator services)		
	Allied Equipment,			
3.	Generators and Allied	Technical Support	Round the clock on call support	
	Equipment	Services		



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



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:
	 a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) "Authorized Officer" means the person notified by
	SBP BSC to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.
	c) "Confidential Information" means all information (including copies" however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.
	d) "Client / SBP BSC" means SBP Banking Services Corporation, that signs the Contract for the Services with the selected Service Provider.
	e) <u>"Contract"</u> means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.
	 f) "Day" means a Gregorian calendar day unless indicated otherwise.
	 g) "GCC" means these General Conditions of Contract; h) "Government" means the Government of the Islamic Republic of Pakistan;
	 i) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;
	 j) "Services" means the work to be performed by the Service Provider under this Contract. k) "Service Provider's Bid" means the completed
	Bidding Documents submitted by the Service Provider to the Client
	 "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; "Specifications" means the specifications of the
	service included in the Bidding Documents submitted by the Service Provider to the Client
	 n) "Service Points" are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.
	o) "Service Provider" means the person whose

A. GENERAL CONDITIONS OF CONTRACT (GCC)



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	 tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person. p) "Service Provider's Employee" employees of the Service Provider.
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in at Section VI-Part-1. and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Instructions, ,Inspection and Audit by the Client	1.7.1. The Service Provider shall carry out all instructions of SBP BSC communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.
	1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws	1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
	1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of



	SBP BSC for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by SBP BSC.
1.10. Services	1.10.1.The Services include as mentioned in bidding documents
	and in accordance with Client's requirements, industry best
	practices.
1.11. Service	1.11.1.The Services Provider shall provide and ensure
Execution Schedule	uninterrupted services as per Scope of Services. Client
	however, reserves the right to make adjustments, changes,
	alterations in the service timings depending upon the
	requirements of the Client which will be communicated to
	the Service Provider from time to time.
	1.11.2. The Services Provider shall be obliged to complete the
	Services as assigned under the Contract during the service
	schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to
	complete the contractual obligation, the Client shall not be
	responsible for any extra payment.
	1.11.3.If required on holidays, the Service Provider shall be obliged
	to manage the Services in such a manner as necessary for
	the execution of the Services under the Contract. If the
	Service Provider fails to provide the requisite services,
	Client is entitled to impose Liquidated Damages as per
	clause – 3.11.
	1.11.4.The Service Provider shall have to coordinate with the
	authorized officer of the Client in advance if he wants to
	execute the services beyond the services schedule to perform his contractual obligations under the Contract.
	1.11.5.If, for any reason beyond the reasonable control of the
	Service Provider, it becomes necessary to replace any of its
	representative, the Service Provider shall provide as a
	replacement after fulfillment of requirements as per Client's
	security protocol/requirement.
	1.11.6.If Client finds that any of the Service Provider's
	representative have (i) committed serious misconduct or
	have been charged with having committed a criminal action,
	or (ii) have reasonable cause to be dissatisfied with the
	performance of any of any of its employees, then the Service
117 Attendance of	Provider shall, arrange for a replacement.
1.12. Attendance of Meetings	1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other
meetings	matters related to the Contract, without any compensation
	from Client.
1.13. Responsibilities,	Notwithstanding to any provision contained in the Contract, the
Liabilities And	Service Provider shall be exclusively responsible for the following
Warranties By The	during the currency of the Contract:
Service Provider	1.13.1 The Service Provider shall execute and deliver Services as
	mentioned in the Contract in accordance with Client's
	requirements, relevant rules, regulations, standards, safety
	measures and shall maintain good order at the premises as
L	U 1



	communicated by Client from time to time during
	execution of the services. The Services shall be fit for the
	express or implied purposes for which supplied.
1.13.2	Service Provider shall follow professional official etiquette,
	industry best practices and adequate standards of hygiene
	while executing the services like avoidance of abusive
	language by its employees, ensure proper
	dressing/uniform as per local culture/norms by displaying
	service providers cards for identification and any others
	practices which are followed in Client. Service Provider
	shall not act in a way which is prejudicial to Client's
	interests or business;
1 1 2 3	The Service Provider/or their resources to hold requisite
1.10.5	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.
	repay an amounts an easy paid for the derective services.



2. Commencement,	Completion, 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 SCC or work order.	
2.2. Duration of		
Contract	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	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 impossible	
	under the circumstances. The Party affected by Force Majeure	
	shall on the occurrence of the event leading to Force Majeure	
	immediately notify the other Party in writing and take all	
	reasonable steps to overcome the Force Majeure. If the Force	
	Majeure persists the affected Party may terminate this	
	contract as per clause 2.6 of the Contract because of Force	
	Majeure.	
	2.5.2. <u>No Breach of Contract</u>	
	The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default	
	under, this Contract insofar as such inability arises from an	
	event of Force Majeure, provided that the party affected by	
	such an event;	
	a. has taken all reasonable precautions, due care and	
	reasonable alternative measures to carry out the	
	terms and conditions of this Contract, and	
	b. has informed the other Party as soon as possible	
	about the occurrence of such an event.	
	2.5.3. <u>Extension of Time</u>	
	Any period within which a Party shall, under this Contract, complete	
	any action or task or additional task shall be extended for a period	
	equal to the time during which such Party was unable to perform such	
	activities as a result of Force Majeure or on the advice of Client.	
2.6. Termination	2.6.1. <u>By the Client</u>	
	The Client may terminate this Contract, by not less than	
	fourteen (14) days written notice of termination to the	
	Service Provider, to be given after the occurrence of any of the	
	events specified in paragraphs (a) through (g) of this Clause	
	2.6.1 : a) if the Service Providers do not remedy a failure in the	



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3. Obligations of the Service Provider			
3.1. General		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	
	212	providers or third parties.	
	3.1.2.	The Service Provider will ensure continuity of services	
	212	without interruption as per requirement. In the course of the performance of the services the Service	
	5.1.5.	Provider shall comply with all requirements of the Client.	
	314	The Service Provider shall comply with all applicable laws,	
	0.1.1.	rules and regulations, instructions and customary practices	
		of the Client in Pakistan.	
	3.1.5.	The Service Provider shall promptly notify the Client of any	
		matter coming to their knowledge that could have a	
		material effect on the business or affairs of the Client.	
	3.1.6.		
		salaries/wages/remuneration to its resources through	
		Bank Account Transfer before 5 th of each month and shall	
		maintain verifiable evidence of such disbursement(s). The	
		Service Provider shall comply with any code of conduct	
		provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not	
		prejudicial to the interest and business of the Client.	
3.2. Indemnity	321	The Service Provider agrees to indemnify the Client and	
5121 machiney	0.2.11	hold it harmless against all liabilities, including judgements	
		and cost of litigation, for anything done or omitted by the	
		service provider in the execution of this Contract.	
	3.2.2.	Any claims of service provider's current employees or ex-	
		employees, or associates, or their heirs whether against the	
		Service Provider, other Service Providers working within	
		the same premises or any other person, regarding deals	
		made at personal level by the staff or personal matters or	
		deals carried out in whatsoever form, manner or capacity.	
	3.2.3.	Any Government Permits, Licenses, etc. that may be	
		required for performing the services contemplated under the Contract.	
	321	Any tax, government duties, insurance contributions and	
	5.2.4.	other taxes or social security contributions in respect of	
		Service Provider's employee(s) or sub-service provider of	
		Service Provider together in each case with any interest,	
		fines or penalties thereon	
	3.2.5.	All claims of compensation by an employee of Service	
		Provider, his family or legal heirs or any other agency,	
		autonomous body, any NGO or government department,	



Obligations of the Se		
	arising from injury, disability, ill	health or death of any of his
	employees during the currency	
	while performing any services	under this Contract or any
	claim regarding the medical ca	
	submitted by the employee or e	ex-employee of the Service
	Provider or their legal heirs.	
3. Conflict of	3.3.1. Service Provider and Service	
Interests	Not to Benefit from Commission	
	Payment against the services	
	constitute sole payment to the Se Provider shall not accept for	
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	3.3.2. Prohibition of Conflicting Activ	
	a) Neither the Service Provid	ers nor their affiliates shall
		indirectly, in any activities
	A	A
. Confidentiality	0	
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	entity without the Bank's prior v	
	3.4.3. In case of any disclosure related	to the bidding process and
	contractual obligations at any sta	age by any Service Provider,
	the Bank may reject its bid and	/or terminate the contract
Insurance		
	-	
	the Service Provider with the Ba	
5. Contractual Liability Insurance	 a) Neither the Service Provide engage, either directly or during the term of this professional activities in Pakistan which would cassigned to them under this 3.4.1. Information relating to everecommendations concerning to not be disclosed by the Bank to any other person who is not of process, until the announcement 8.4.2. The Service Provider shall not d public any information relating bidding process and award of th entity without the Bank's prior verecontractual obligations at any stathe Bank may reject its bid and Service Provider. 8.5.1. From the Commencement Data Contract, the risks of personal it damage to property of SBP BSC negligence of the Service Provide without limitation, the tiles paint/polish, flower pots, planetc.), all such risks are Service P Provider shall have to make good BSC. In case of failure, SBP BS including but not limited to decide the service of /li>	ontract, and in discharge of tract., The Service Provide Provider's Employee(s), of any additional payment. vities ers nor their affiliates sha indirectly, in any activitie Contract, any business of the Islamic Republic of onflict with the activitie is Contract; valuation of bids and award of the contract sha the Service Provider or the ficially concerned with the to fthe result of evaluation isclose or attempt to mak to the bidding document e contract to any person of written consent. to the bidding process and age by any Service Provide /or terminate the contract the until the expiry of the njury, death, and loss of of and third Party due to the Provider, its employee er, assigns etc. (includin s, cables, wood work ts, fixtures, metallic item rovider's risks. The Service all damages/losses to SB SC reserve all legal righ fluction from any money of



3. Obligations of the S	ervice Provider
	3.5.2. The Service Provider shall indemnify and keep indemnified SBP BSC, at all times against any loss, claim, damage, charge occurred to SBP BSC due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify SBP BSC regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the SBP BSC's claim shall authorize SBP BSC to deduct the claimed amount from the amount payable to Service Provider.
3.6. Service Providers' Actions Requiring Client's Prior Approval	 3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	 3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility. 3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider's employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. 3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of SBP BSC for performance of this contract.
3.8. Compliance with all the Regulatory Requirement	 3.8.1.The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to: 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.



 3. Obligations of the Service Provider Casual, medical and maternity or any other leaves as per applicable laws. 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 Obligations 3.10. Documents Prepared by the Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client. 3.10.1.All, reports, and other documents and software submitted (if any) by the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory there of. The Service Provider may retain a copy of such documents and software to the client, together with a detailed inventory there of. The Service Provider shall be subject to approval of Client. 3.11. Penalties / Liquidated Damages Sint. For each deficiency and poor service, SBP BSC will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned documents and software services as mentioned documents and software services as mentioned document
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Liquidated Damagespenalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not
Damagesservices 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
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
remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not
/ 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
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



3. Obligations of the Second	ervice Provider
	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
3.13. Early	Provider fails to perform its obligations under the Contract. 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 information	5.1.1. The Client shall at the request of Service Provider, provide the 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 Law	and/or Provincial Law or any regulation or bye-law, notification			
Ldw	of any local or other duly constituted authority, or the			
	introduction/revision of any such Federal and/or Provincial Law,			
	regulation or bye-law especially labor laws regarding revision in			
	minimum wage or any other statuary benefits for the labor force,			
	notification which causes addition or reduction in the cost of			
	Service such additional or reduced cost shall be added to or			
	deducted from the Contract Price.			
	5.2.2.The Service Provider shall substantiate price adjustment with			
	supporting relevant documents including government			
	notifications etc. in evidence.			
5.3. Services and	5.3.1. The Client shall make available to the Service Provider the			
Facilities	Services and Facilities, if any provided in the Contract.			
5.4. Assistance	5.4.1. No assistance regarding exemption will be provided by the			
and Exemptions	Client.			
5.5. Access To	5.5.1. Before the commencement of the Contract, SBP BSC will			
The	provide access of Service Provider and Service Provider's			
Buildings/	employee(s) (after verification and clearance by the police or			
Premises	other investigation agency as per SBP BSC Security Protocol), to			
And Stores	all concerned parts of the buildings/ Premises where Services			
	are to be provided under the Contract.			
	5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of SBP BSC to his office, store or other			
	areas under his control while providing the Services under the			
	Contract.			
5.6. Performance	5.6.1. SBP BSC will provide a Performance certificate during			
/ Completion	pendency of Contract and completion Certificate after			
Certificate	completion of Contract to the Service Provider on his written			
	request.			

6. Payments to t	he Service Provider
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract
	Price/rates and shall be a fixed lump-sum including all other costs
	incurred by the Service Providers in carrying out the Services.
	Except as provided in Clause 5.2 , the Contract Price may only be



6 Payments to t	he Service Provider		
o. rayments to t	increased above the amounts stated in Clause 6.2 if the Parties		
	have agreed to additional payments under Clauses 2.4 and 6.3 .		
6.2. Contract	6.2.1. The Contract Price means sums stated in Notification of Award as		
Price	payable to Service Provider for execution of Services and		
	remedying defects therein as well as additional services and		
	extensions.		
	6.2.2. Prices payable to the Service provider as stated in the Contract are		
	not subject to any adjustment during the performance of the		
	contract except as otherwise specified in the Contract.		
6.3. Payment for	6.3.1. In case of additional services beyond daily service duration are		
Additional	required, the Service Provider shall have to arrange and provide the		
Services	additional services on written or verbal request of SBP BSC at any		
	time. SBP BSC shall make an additional payment to the Service		
	Provider on pro-rata basis of the relevant BOQ item/Price Schedule		
	· · · · · · · · · · · · · · · · · · ·		
	as following equation:		
	Monthly charges as / Resources as per proposed		
	ner 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 Conditions of	after adjustment of any claims/ deduction against the Service		
	Provider.		
Payment	6.4.2.In case of unavailability of services, SBP BSC will make deductions		
	accordingly. However, deduction mechanism will be based on formula		
	used for pro-rata calculation as mentioned below:		
	Monthly charges Description		
	Monthly charges Resources as per as per the Price / proposed		
	Number of days for		
	which services		
	30 remained unperformed		
	6.4.3.Payments will be made upon submission of invoice/s, after		
	confirmation of satisfactory services by authorized officer of SBP BSC		
	on a monthly basis. Furthermore, payments will be made to the service		
	provider as per actual services rendered against the services after		
	adjusting the additional/ unperformed services or reduction of		
	service, as mentioned in the Contract or subsequently conveyed by the		
	Client.		
	6.4.4.With every monthly invoice for release of payment, the Service		
	Provider shall attach evidence of timely disbursement of		
	wages/salaries/remuneration and other regulatory payments to its		
	resources used under this contract for the preceding month.		
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.		
Payment			



6. Payments to the Service Provider		
6.6. Taxes and	6.6.1	All applicable taxes shall be deducted by SBP BSC at source unless
Duties		a valid tax/ duty exemption certificate is submitted by the Service
		Provider.
	6.6.2	The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

	7. Quality Control
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
7.2. Correction of Defects, and Penalty for Lack of	7.2.1. SBP BSC shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.
Performance	7.2.2. The SBP BSC's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, SBP BSC will impose a penalty as per Clause 3.11.
	7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, SBP BSC may issue notice to the Service Provider.7.2.4. If the Service Provider fails to deliver the Service as per service 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	8.1.1. If any dispute arises between the parties (Service Provider
Resolution	and SBP BSC), regarding the performance of the Services
Procedure	or anything contained in the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by the competent authority at SBP BSC who will examine the matter in detail and give a decision. 8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.



9. Health, Safety, Utilities, First Aid Facilities		
9.1. Health, Safety,	9.1.1.	The Service Provider shall comply with all statutory and
Environment and		regulatory requirements related to Health, Safety,
Security (HSE&S)		Environment and Security (HSE&S) as well as SBP BSC's
		instructions, procedures or policies related thereto, at no
		additional cost to SBP BSC. The costs of supplying and/or
		doing all such things required for the purpose as per
		industry practice shall be deemed to be included in the
		amounts payable under this Agreement to the Service
		Provider.
	9.1.2.	SBP BSC may periodically check the Service Provider's
		compliance with standard HSE&S practices and conduct
		safety inspections as and when it deems fit. The Service
		Provider shall ensure that SBP BSC's recommendations
		and industry standards in this regard are implemented
		without any delay.
	9.1.3.	The Service Provider shall provide SBP BSC information
		about its working practices, materials and equipment and
		shall operate in a manner which does not compromise SBP
		BSC's security or environment standards and the safety
		and health of its employees and other people. The Service
		Provider shall also provide SBP BSC with any information
		which it may have related to a potential or actual security
		threat to SBP BSC.
	9.1.4.	The Service Provider shall certify in writing that its
		personnel are fully trained to execute the Services safely
		and shall ensure that they understand all risks and hazards
	0.1 5	associated with the Services.
	9.1.5.	The Service Provider shall pay special attention to the
		following environmental protection measures:
		a) Use of clean fuels to minimize air polluting
		emissions. b) Control of other air pollutants.
		c) Recovery and recycling of usable materials.d) Control of vehicle noise.
		e) Control of noise from power facilities.
		f) Limitation of Vibrations.
		g) Preservation of natural land to the extent possible.
		h) Preservation of archaeological Sites.
		i) Careful handling, storage and utilization of
		hazardous radioactive materials, toxic chemicals etc.
	9.1.6.	SBP BSC reserves the right to terminate this Contract
		without notice to the Service Provider in the event of
		violation of any of the above instructions by the Service
		Provider and related HSE&S requirements of SBP BSC
		communicated to the Service Provider from time to time.
9.2. Electric Power	9.2.1.	Water and electric power for rendering the services under
Supply, Water		the Contract will be provided by SBP BSC. Expense
Supply,		regarding the required cables/wires, switches etc. for
Telephone etc.		Service Provider's tools/ equipment shall have to be
		borne by the Service Provider. The Service Provider shall



	make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by SBP BSC.	
9.3. First aid Facilities	9.3.1. The Service Provider shall provide its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.	

	10. Corrupt and Fraudulent Practices			
10.1. Corrupt &	10.1.1.The Client requires compliance with its policy regarding			
Fraudulent	corrupt and fraudulent practices. In pursuit of this policy,			
Practices	the Client follows, inter alia, the instructions contained in			
	Rule 2(1)(f) of PPR 2004 which defines:			
	<i>i. "corrupt and fraudulent practices"</i> in respect of			
	procurement process, shall be either one or any			
	combination of the practices including,-			
	<i>ii. "coercive practices"</i> 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;			
	<i>iii. "collusive practices"</i> which means any arrangement			
	between two or more parties to the procurement			
	process designed to stifle open competition for any			
	wrongful gain, and to establish prices at artificial,			
	non-competitive levels;			
	<i>iv. "corrupt practices"</i> which means the offering, giving,			
	receiving or soliciting, directly or indirectly, of			
	anything of value to influence the acts of another			
	party for wrongful gain;			
	v. "fraudulent practices" which means any act or			
	omission, including a misrepresentation, that			
	knowingly or recklessly misleads, or attempts to			
	mislead, a party to obtain a financial or other benefit			
	or to avoid an obligation; and			
	vi. "obstructive practices" which means harming or			
	threatening to harm, directly or indirectly, persons			
	to influence their participation in a procurement			
	process, or affect the execution of a contract;"			
10.2. Mechanism	10.2.1.The client will terminate the contract if it determines that			
Blacklisting and	the Service Provider recommended for award has, directly			
cross-debarring	or through an agent, engaged in corrupt, fraudulent,			
	collusive or coercive and obstructive practices in			
	competing for the contract in question;			
	10.2.2.The client will sanction a Service Provider, including			
	declaring the Service Provider ineligible, either			
	indefinitely or for a stated period, to be awarded a client's			
	contract if at any time it determines that the service			
	provider has, directly or through an agent, engaged in			



Г						
	corrupt, fraudulent, collusive or coercive and obstructive					
	practices in competing for, or in executing Client's					
	contract; and					
		19 of PPR-2004 , "The Client can inter alia				
	blacklist Service Provider found to be indulging in corrupt					
	or fraudulent	practices. Such barring action shall be duly				
	publicized and communicated to the PPRA.					
	NATURE OF					
	OFFENSE /	MEANS OF VERIFICATION				
	FAULT					
	Corruption	Actual instance verifiable as per law of				
		land and applicable rules and regulations				
		of SBP				
	Deviation	If the bidder deviates from its prior				
	fromcommitmentordeclarationmadecommitmentregarding the bid or proposal submitted					
	by the bidder. Fraud Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier Collusion Results of Bid/Proposal analysis resulting in substantive evidence of					
	collusion					
	Performance	Documented evidence in form of				
	Deficiencies	performance deficiencies not suitably				
		responded or defended by Contractor/				
		Bidder/ Supplier/ Consultant				
	However such barn	ing action shall be undertaken only after				
	Service Provider w	ho is to be barred and blacklisted shall be				
	accorded adequate	opportunity of being heard. Decision of the				
		tee of SBP BSC will be final and conclusive.				
10.3. Beneficial		wnership information				
Ownership		s/works worth Rs.50M or above, the bidder				
information		le Beneficial Ownership information on the				
	prescribed	1 1				
		of the beneficial ownership by the company or				
		of false or partial information, the procuring				
	agency shall					
		klist the said company in accordance with				
		19(1)(a) of Public Procurement Rules, 2004,				
	ii. Reje	ct the bid of the said company.				



SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
1.1.1(b)	The Client is SBP BSC RAWALPINDI		
1.1.1(c)	The Service Provider is [insert name]		
1.1.1(d)	The Title & Reference of the procurement is;		
	Continuous and Un-interrupted Management Services of Diesel Generator sets, Allied equipment, UPS System and Electrical Distribution Room at State Bank of Pakistan Banking Services Corporation Rawalpindi		
	Reference No: RWP-E-1		
1.5	The addresses are:		
	Client: SBP Banking Services Corporation (BSC) Rawalpindi		
1.6	The Authorized Representatives will be nominated in the Work order.		
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan.		
	The Performance Security would remain valid 28 days beyond the contract expiry date.		
6.5	Payment shall be made in Pak Rupees.		
8.1.2	Place of arbitration would be Karachi.		



STANDARD FORMS

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



<u>SECTION VIII-</u> Contract for Continuous and Un-interrupted Management Services of Diesel Generator sets, Allied equipment, UPS System and Electrical Distribution Room at State Bank of Pakistan Banking Services Corporation Rawalpindi

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	•)
Vitnesses-1:	
igned by:	
NIC # :	
Vitness-2:	
igned by:	

CNIC #:	
---------	--



(INTEGRITY PACT)

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

Contract No._____ Dated _____

Contract Value:

Contract Title: _____

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)

	Guarantee No	
	Executed on	
(Letter by the Guarantor to SBP Banking Services Corporation)		
Name of Guarantor (Scheduled Bank in Pakistan) with		
address: Name of Principal (Service Provider) with		
address:		

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.



TWO VOLUMES Volume-I: Bidding and Contract Documents Volume-II: Financial Bid

SBP BANKING SERVICES CORPORATION (BSC)



CONTINUOUS AND UN-INTERRUPTED MANAGEMENT SERVICES OF DIESEL GENERATOR SETS, ALLIED EQUIPMENT, UPS SYSTEM AND ELECTRICAL DISTRIBUTION ROOM AT

STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION RAWALPINDI

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 _____ 2022___.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



For Bidder (Sign and Stamp)

Form II – Price Schedule The Financial Bid

Name of Bidder_____ Reference Number: [Abstract]

The bidders must quote the rates for various services mentioned in tender documents, nature of services/service execution area, scope of services and other requirement mentioned in the tender documents Vol-1;

Sr. No.	Description	Fee per Month inclusive of all applicable taxes etc. (Rs.)	Annual Amount (Rs.)		
1	Services in Electrical Distribution Room and IT Server Room (Supervisory Services) Fee				
2	Services for Generators (Operator services) Fee				
3	Services for IT Server Room (Operator Services) Fee				
4	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:

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



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	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 and any of the Provinces of Pakistan necessary for execution of these services.
- 3. Since participating bidders are required to ensure compliance with relevant laws, therefore, SBP BSC may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
- 4. While assessing the economic viability, if SBP BSC found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, SBP BSC reserves the right to reject such bid/s.

Authorized Signature:	
Name and Title of Signatory:	
Name of Bidder:	
Address:	

