



STATE BANK OF PAKISTAN

SBP BANKING SERVICES CORPORATION (BANK).

**SUPPLY OF POTABLE SWEET WATER AT VARIOUS PREMISES OF THE STATE
BANK OF PAKISTAN (SBP) & SBP BANKING SERVICES CORPORATION (BSC), I.I
CHUNDRIGAR ROAD, KARACHI**

BIDDING AND CONTRACT DOCUMENT

VOLUME-I

December, 2023





STATE BANK OF PAKISTAN
SBP BANKING SERVICES CORPORATION
Engineering Department
Head Office Karachi

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



Sr. No.	DESCRIPTION
1.	Title Page
2.	Tender Notice
3.	Index
4.	Bidding Documents Section-1-Part-1- (Instructions to Bidders)
5.	Bidding Documents Section-1-Part-2 – (Bidding Data)
6.	Bidding Documents Section-1-Part-3 – (Form of Bid)
6.	Bidding Documents Section-1-Part-4- (Schedules to Bid)
7.	Bidding Documents Section-2-Part-1- (Conditions of Contract)
8.	Bidding Documents Section-3-Part-1- (Standard Forms)



(Bidding Documents, Section-1, Part-1)**INSTRUCTIONS TO BIDDERS**

TABLE OF CONTENTS

Clause No.	Description
A.	GENERAL
IB.1	Scope of Bid & Source of Funds
IB.2	Eligible Bidders
IB.3	Cost of Bidding
B.	BIDDING DOCUMENTS
IB.4	Contents of Bidding Documents
IB.5	Clarification of Bidding Documents
IB.6	Amendment of Bidding Documents
C.	PREPARATION OF BID
IB.7	Language of Bid
IB.8	Documents Comprising the Bid
IB.9	Sufficiency of Bid
IB.10	Bid Prices, Currency of Bid & Payment
IB.11	Documents Establishing Bidder's Eligibility and Qualifications
IB.12	Documents Establishing Works Conformity to Bidding Documents
IB.13	Bid Security
IB.14	Validity of Bids, Format, Signing and Submission of Bid
D.	SUBMISSION OF BID
IB.15	Deadline for Submission, Modification & Withdrawal of Bids
E.	BID OPENING AND EVALUATION
IB.16	Bid Opening, Clarification and Evaluation
IB.17	Process to be Confidential
IB.18	Contacting SBP BSC
F.	AWARD OF CONTRACT
IB.19	Award Criteria & Employer's Right
IB.20	Notification of Award
IB.21	Performance Security
IB.22	Signing of Contract Agreement
IB.23	Integrity Pact
IB.24	Rates inclusive of all taxes
IB.25	Code of conduct
IB.26	Overriding effect
IB.27	One Bid per Bidder
IB.28	Beneficial Ownership Information
IB.29	Formula for Price Adjustment



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1. Scope of Bid & Source of Funds

1.1. Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the works summarized in the Bidding Data (hereinafter referred to as “the Works”). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

1.2. Source of Funds

The Employer has arranged funds from its own sources.

IB.2. Eligible Bidders

2.1 This Invitation for Bids is open to all persons, firms or companies dealing in the similar Works and not have been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer or any other organization. Firms owned wholly or partly by persons having business interests with any official of the Employer / Consultant responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process.

2.2 Bidding Procedure

Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, **Rule-36(b) i.e., Single stage – two envelope procedure.** The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.

IB.3. Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4. Contents of Bidding Documents

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

4.2 Instructions to Bidders & Bidding Data

4.2.1 Form of Bid & Schedules to Bid.

Schedules to Bid comprise the following:

- i. Schedule A: Schedule of Prices
- ii. Schedule B: Post Qualification information and Bid Evaluation Criteria
- iii. Schedule C: Specific Works Data
- iv. Schedule D: Works to be performed by Sub-Contractors
- v. Schedule E: Proposed Methodology/ Work Program of the Bidder
- vi. Schedule F: Integrity Pact

4.3 Conditions of Contract & Contract Data

4.4 Standard Forms:

- a. Form of Performance Security



- b. Form of Contract Agreement
 - c. Form of Mobilization Advance
 - d. Form of Indemnity Bond
- 4.5 Specifications (if any)
- 4.6 Drawings (if any)

IB.5. Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address.
- 5.2 The Employer will respond to any request for clarification which it receives not later than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6. Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.7. Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English or Urdu language, provided that any printed literature furnished by the bidder may be written in another language so 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.

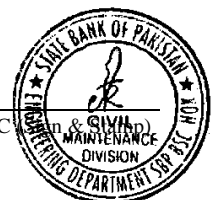
IB.8. Documents Comprising the Bid

- 8.1 The bid shall comprise the following documents:

8.1.1 Technical Proposal;

- a. Covering Letter on company letter head.
- b. Form of Bid duly filled & signed and stamped in accordance with IB.14.3.
- c. Schedules (B to E) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- d. Bidder's 'Company Profile' including list of tools, equipment and other facilities owned by the Bidder.
- e. Bidding Documents (in original) duly signed and stamped on each page/sheet (excluding Schedule-A (Schedule of Prices)).
- f. Power of Attorney in accordance with Sub-Clause IB 14.5.
- g. Documentary evidence in accordance with Clause IB.11
- h. Documentary evidence in accordance with Clause IB.12.
- i. Bid Security in line with IB-13

8.1.2 Financial Bid;



- a. Bidding Documents Schedule-A (Schedule of Prices), in original, duly signed and stamped on each page/sheet.

IB.9. Sufficiency of Bid

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

IB.10. Bid Prices, Currency of Bid and Payment

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

IB.11. Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Bidder must possess and provide evidence of its capability and the experience as stipulated in Schedule-B to bid (Post-Qualification information and Bid Evaluation Criteria).

IB.12. Documents Establishing Works Conformity to Bidding Documents

- 12.1 The documentary evidence of the Work's conformity to the Bidding documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13. Bid Security

- 13.1 Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call, Bank Draft or Pay Order issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.22.
- 13.5 The Bid Security may be forfeited:



- a. If a bidder withdraws his bid during the period of bid validity; or
- b. If a bidder does not accept the correction of his Bid Price, or
- c. In the case of a successful bidder, if he fails to:
 - i. Furnish the required Performance Security in accordance with Clause IB.21, or
 - ii. Sign the Contract Agreement, in accordance with Sub-Clauses IB.22.

13.6 In any event as specified in IB: 13.5, the Employer at his sole discretion may award works to second most advantageous bid.

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

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

D. SUBMISSION OF BIDS

IB.15. Deadline for Submission, Modification & Withdrawal of Bids

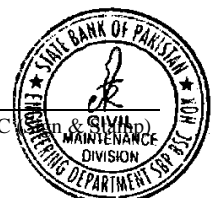
- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

E. BID OPENING AND EVALUATION



IB.16. Bid Opening, Technical Qualification, Clarification and Evaluation

- 16.1 The Employer will open the Technical Proposals in the presence of bidders' representatives who may choose to attend, at the time, date and location stipulated in Bidding Data.
- 16.2 The Employer will conduct post-qualification of the bidders in line with the stipulations of Schedule-B to Bid (Technical Bid Evaluation Criteria) on the basis of documents provided by Bidder. Bids shall be evaluated according to the provisions of Schedule-B to Bid (Technical Bid Evaluation Criteria). Any bid not meeting the requirements of Schedule-B shall be rejected and declared as non-responsive. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 16.3 After finalization of Technical qualification results, the Employer will open publicly, the Financial Proposals of technically accepted bid(s), in the presence of bidders' representatives who may choose to attend, at the time, date and location.
- 16.4 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
- 16.5 To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.1. The Financial Bids of bidders found technically non-responsive/ not-qualified shall be returned unopened to the respective bidders. During tender evaluation no amendment in the bid is allowed.
- 16.6 Arithmetical errors will be rectified on the following basis:
 If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.
 If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be forfeited.
- 16.7 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or effect of any other bidders.
- 16.8 The Employer will evaluate and compare only the bids previously determined to be substantially responsive and Post-qualified pursuant to Sub-Clauses IB.16.4 to 16.9 as per requirements given hereunder. Bids will be evaluated for complete scope of services. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.11 herein below.
- 16.9 Evaluated Bid Price;
 In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- i. making any correction for arithmetic errors pursuant to Sub-Clause 16.7 hereof.
 - ii. making an appropriate price adjustment for any other acceptable variation or deviation.
 - iii. discount, if any, offered by the bidders.
- 16.10 After opening and scrutinizing the Financial Bids, the bids having item rates which are found imbalanced (abnormally high/low rates than market/ Engineer's estimate) will be rejected unless the bidder provides the justifiable rate analysis corresponding to the Engineer's Estimate. The payments against such running bills will be made as provided in clause 11 (b) of Conditions of Contract.
- 16.11 No alternate proposal(s) shall be entertained. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive.



IB.17. Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.5 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by the Employer. The evaluation results shall be announced as under:
- a. Technical Evaluation Report would be hoisted for Seven days on SBP website and on Notice Board of the office.
 - b. Financial / Final Evaluation Report would be hoisted for fifteen days on PPRA and SBP websites and on Notice Board the office.
- 17.2 Any effort by a bidder to influence Employer in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid and will be blacklisted as per provisions of Public Procurement Rules, 2004. Whereas, any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances to Grievance redressal committee (GRC) as provided in Bid Data Sheet within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

F. AWARD OF CONTRACT**IB.18. Post Qualification**

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already technically qualified or not: Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.19. Award Criteria & Employer's Right

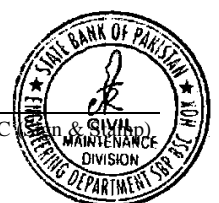
- 19.1 Subject to IB.19.2, the Employer will award the Contract to the bidder whose bid has been found most advantageous bid i-e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20. Notification of Award

- 20.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

IB.21. Performance Security

- 21.1. The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) calendar days after the receipt of Letter of Acceptance.
- 21.2. Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.21.1 and / or IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22. Signing of Contract Agreement

22.1. The Contractor will prepare Contract Agreement in the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. All cost in this regard including stamp duty shall be borne by the Contractor

22.2. The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement.

IB.23. Integrity Pact

23.1. The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.24. Rates inclusive of all taxes

24.1. The quoted rates should be inclusive of all applicable taxes, duties, liabilities, overheads, transportation charges etc. The exemption in Taxes will only be allowed against the Exemption Certificate issued by the relevant Tax Department. The bidders should be registered with all applicable tax departments.

IB.25. Code of Conduct

25.1. It is the Employer's policy that Contractors to observe the highest standards of ethics during the procurement and execution of contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:

“blacklisted” means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

“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;

25.2. Under PPR-2004, the Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly.

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion



Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant
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However, such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.

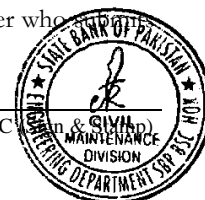
- 25.3. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 25.4. Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 25.5. Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, 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
- 25.6. Without limitation on the generality of the foregoing, Contractors and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- A Contractor that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, Contractor hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
 - A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
 - A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) 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 of the Employer.
 - Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Contractor as part of bid.

IB.26. Overriding Effect:

- 26.1. The provision of Public Procurement Rules-2004 shall have prevailing effect.

IB.27. One Bid per Bidder

- 27.1. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who



or participates in more than one bid will be disqualified

IB.28. Beneficial Ownership information

28.1. For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.

IB.29. Formula for Price Adjustment

- i. The prices quoted by the bidder shall be subject to change with variation of the prices of the High Speed Diesel (HSD) and filling charges at the hydrants.
- ii. For any variation in HSD up to 5% of the base price, no changes in the quoted rates shall be made and payment shall be made according to the bid rates.
- iii. For variation in HSD prices in excess of 5% of the base price, bid rates shall be revised as below;

Variation in HSD prices during the preceding month = X%

Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons

New Rate at the time of payment of monthly bill = $(0.5R+0.5R(100\pm X)/100)$ per 1000 Gallons

- iv. For variation in filling charges at hydrant, bid rates shall be revised as below;

Variation in filling during the preceding month = Y%

Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons

New Rate at the time of payment of monthly bill = $(0.75R+0.25R(100\pm Y)/100)$ per 1000 Gallons

29.1 Basic Rate of High Speed Diesel & its Source

Basic Rate of HSD Diesel is fixed at Rs.296.71 per liter mentioned as Retail Price of **HSD** and its source for base rate and future rates is Pakistan State oil website at the link given below;

<https://www.psopk.com/fuel-prices/pol/archives>

29.2 Basic Rate of Filling Charges & its Source

Basic Rate for filling charges at the Hydrant is Rs.441/- (Rupees Four Hundred and Forty-One) per 1000 Gallons. The bidder will attach latest notification of the KW&SC regarding filling charges at the hydrants effective on the date of submission of bids. Any change/variation thereof shall be evaluated on the basis of KW&SC notifications issued after this and effective during the month during which the water was actually supplied.



(Bidding Documents, Section-1, Part-2)**BIDDING DATA**

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

IB Clause No.	Description	Explanation/ Clarification
1.1	The Employer	State Bank of Pakistan Banking Services Corporation Head Office Karachi
1.1	Works	Supply of potable sweet water obtained from the KW&SB hydrants for one year on daily need basis to various premises of SBP, SBP BSC within the city of Karachi. These premises include but are not limited to; SBP premises at I.I Chundrigar Road, SBP Bolton Market Building, Female Hostel at Lala Zar Queens Road, Bank House at Fatima Jinnah Road, Principal Officers Bungalows at KDA Scheme No-01, etc.
5.1	Employer's Address	Director, Engineering Department, State Bank of Pakistan, SBP BSC (Bank), 1 st Floor, Bolton Market Office Building, M.A. Jinnah Road, Karachi. Phone : (021) 9921 – 2418; Fax: (021) 9921 - 7237
9.3	Currency of Bid	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
11.1	Amount & validity of Bid Security	Each bidder shall furnish, as part of his bid a Bid Security of minimum Rs. 700,000/- in the shape of Pay Order / Demand Draft /Deposit at call in favor of SBP-Banking Service Corporation valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid.
12.1	Bid Validity	Bid Validity period is 180 days from the date fixed for opening of the Bids.
12.5, 12.7 & 13.1	Address for Bid Submission	Office of the PA to Director, Engineering Department, State Bank of Pakistan, SBP BSC (Bank), 1 st Floor, Boulton Market Office Building, M.A. Jinnah Road, Karachi. Phone : (021) 9921 – 2418; Fax: (021) 9921 – 7237
13.3	Deadline for Bid Submission	As prescribed in Tender Notice
14.1	Bid Opening time & venue	As prescribed in Tender Notice
15.2	Address of Grievances Committee	Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1 st Floor, BSC House State Bank of Pakistan Main Building Complex, I.I.Chundrigar Road, Karachi
18.1	Performance Security	In the form of Bank Guarantee/Pay Order for the amount calculated on the basis of 10% of the price of 20,000 Gallons of water per day for a period of 365days. Validity should be contract period plus three months.



(Bidding Documents, Section-1, Part-3)**FORM OF BID**

(LETTER OF OFFER)

Bid Reference No. _____

SUPPLY OF POTABLE SWEET WATER AT VARIOUS PREMISES OF THE STATE BANK OF PAKISTAN (SBP) & SBP BANKING SERVICES CORPORATION I.I CHUNDRIGAR ROAD, KARACHI

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute the subject works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Schedule-A: 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 drawn in your favor or made payable to you and valid for a period of one hundred fifty (150) days.
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Conditions of Contract.
5. We agree to abide by this Bid for the period of 180 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
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 & conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this _____ day of _____, 202__

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of the Bidder will furnish with the Bid a letter of authorization in respect of the Person who signs the Bid Form, etc.
(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



(Bidding Documents, Section-1, Part-4)

SCHEDULES TO BID INCLUDE THE FOLLOWING

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Bid Evaluation Criteria



SCHEDULE-A TO BID

**SCHEDULE OF PRICES
(Schedule of Prices)**

Attached separately as Volume-II



SCHEDULE-B TO BID**BID EVALUATION CRITERIA****1. Basic Conditions for Qualification**

- a) Joint Ventures (JV) are not allowed, only individual firms fulfilling the requirements mentioned in the Tender Notice are eligible to participate in the bidding process.
- b) Information supplied by the Bidders for the post-qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to post-qualification will not be considered for another company related to the applicant company through a "Group ownership". The Contract shall be awarded to the lowest qualified bidder.
- c) The Employer will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
- d) Firms applying for post-qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of the Employer may result in disqualification of the Bidder.

2. Qualification Criteria**2.1.1 General**

Post-qualification will be based on all the criteria given in succeeding paras **2.1.2 to 2.1.2** regarding the Applicant's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

The Employer reserves the right to verify or seek clarification of the information furnished by the applicants. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

2.1.2 Qualification Criteria

All Technical Proposals submitted by various bidders shall be examined for following items:

A. Preliminary Scrutiny

Preliminary Scrutiny will be based on all the criteria given below. The Bidder failed in Preliminary Scrutiny shall be considered disqualified and its Technical Bid will not be evaluated any further.

SNO.	Description	Annexure / Page No. of attached Document
1.	Bid is un-conditional, conditional bids shall be rejected.	
2.	Bid Security as required in clause IB-13. Bid security would be submitted in ORIGINAL along with Technical Proposal.	
3.	Bidder must be registered with FBR in Income Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List. (NTN)	
4.	Evidence of availability of firm own 05 Nos. water tankers 5000 Gallons Capacity each. (Registration Book copy etc.)	

B. Detailed Scrutiny

Detailed Scrutiny will be based on all criteria given below.



SNO.	Description	Annexure / Page No. of attached Document
5.	Duly filled and signed Form of Bid.	
6.	Company Registration Documentary evidence of registration of company/ firm showing the status i.e. (i) Individual/ Sole Proprietorship, (ii) Associated of Persons, (iii) Pvt. Limited. Contact Details including address, Landline, Mobile, Fax numbers and Email address.	
7.	Undertaking (As per Form – 4 attached) The bidder is required to submit an undertaking on stamp paper of Rs.100/- as per format provided in Form – 4.	
8.	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.	
9.	The bidder must have at least 08 years' Experience in the business of supply of water (Documentary evidence work order / agreement / completion certificates to be attached).	
10.	The bidder must be awarded at least two similar contracts during last five (05) years. (Work order/ contract agreements/ completion certificates to be attached).	
11.	Average annual Turnover of the firm should be more than Rs. 10 Million. (Bank statement or audited balance sheets of last three years to be provided).	

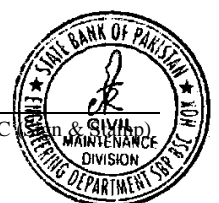


(Bidding Documents, Section-2, Part-1)

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Clause No.	Description
1.	Definitions
2.	Interpretation
3.	Communication, Law & Language of the Contract
4.	The Contractor's Obligations
5.	Force Majeure, Contract Frustration and Release from Performance
6.	Variations in quantities
7.	Contract Period and Extensions
8.	Payments to the Contractor
9.	Formula for Price Adjustment
10.	Default, Termination of the Contract and Compensation to the Employer
11.	Disputes & Procedure for Disputes Resolution
12.	Confidentiality
13.	Independent Contractor
14.	Declarations



CONDITIONS OF CONTRACT

1. Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise;

- i. **“The Employer”** means State Bank of Pakistan Banking Services Corporation.
- ii. **“The Contractor”** means a person or corporate body, the Bid of which to supply the potable sweet water to various premises of the SBP and SBP BSC Karachi has been accepted by the Employer.
- iii. **“Party”** means either the Employer or the Contractor.
- iv. **“Force Majeure”** means an event or circumstances beyond the control of a party which makes performance of the party’s obligations illegal or impracticable.
- v. **“Work Order”** is the written legible order issued by the Employer after signing of the Contract with the successful Bidder.
- vi. **“Gallon”** means Imperial Gallon (1 Imperial Gallon is equal to 4.54609 Liters).

2. Interpretation

Words imparting to persons or parties shall include firms and organizations. Words imparting to singular or one gender shall include plural or the other gender where the context requires.

3. Communications, Language and Law & Statutory Obligations

- i. Communications between parties that are referred to in the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered to the concerned party.
- ii. The language of the Contract is English or Urdu and
- iii. The law governing the Contract is the relevant law of Islamic Republic of Pakistan.
- iv. The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the contract.

4. The Contractor’s Obligation

i. **Supply of the potable sweet water:**

The Contractor shall supply the potable sweet water from any hydrant of the KW&SB to various premises of the SBP and SBP BSC Karachi on daily need basis in accordance with the Contract and in a prudent, reasonable and efficient manner.

ii. **Sub-Contracting:**

The Contractor shall not sub-contract whole of the Works.

iii. **Performance Security:**

The Contractor shall furnish to the Employer within fourteen (14) days after issuance of the Letter of Acceptance, a Performance Security/ Performance Guarantee in the form of Bank Draft, Bank Guarantee, or Call at Deposit from any licensed scheduled bank in the Pakistan valid for the contract period plus three months. The amount of performance security shall be calculated on the basis of 10% of the bid price of 44,000 Gallons of water per day for a period of 365 days.

iv. **Testing of samples:**

The contractor shall arrange testing of samples on biannually basis or as and when desired by the Employer (one sample from each premise) and its testing will have to be done from any of the following laboratories;

- Agha Khan Research Laboratories
- Pakistan Council of Research in Water Resources (PCRWR), Ministry of Science & Technology.
- Pakistan Council of Scientific & Industrial Research (PCSIR)



Samples shall be collected and submitted in the presence of the Bank's authorized representative and reports shall be submitted directly to the Bank. All cost of containers, dispatching, traveling & test fees etc. shall be borne by the contractor.

5. Force Majeure, Contract Frustration and Release from Performance

If the Contract is frustrated by a force majeure, like the outbreak of war, civil commotion, and insurrection or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated and is being terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop supply as quickly as possible after receiving Contract Frustration Certificate from the Employer and shall be paid for all supplied made before the frustration/ termination of the Contract. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions if mutually agreed.

6. Variation in Quantities

Quantities of water required at various premises under this contract are not fixed, these may vary on daily basis and the contractor will have to ensure supply of water on the basis of varying requirements as intimated by the Bank's representative. No adjustment in rates shall be made on the basis of variation in daily requirement of water by the Bank.

7. Contract Period & Extensions

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

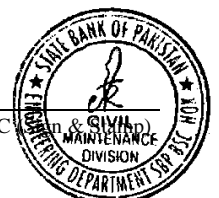
8. Payments to the Contractor

- i. **Submission of Bills & Terms of Payments:**
The Contractor shall submit his bill(s) within first five (5) days of the month against the water supplied in the preceding month. The Employer shall verify these bills and payments shall be released to the Contractor within twenty (20) days after joint verification of the bill by the Employer & the Contractor and after deduction of applicable taxes etc. Rates shall be revised at the time of payment as per the formula given in Clause-9 below.
- ii. **Currency:**
Payments will be made in Pak. Rupees.
- iii. **Tax Deduction:**
All applicable taxes shall be deducted by the Employer at source unless a tax/ duty exemption certificate is submitted by the Contractor. Any new tax imposed during the pendency of the contract shall be adjusted in the contract by mutual consent as per applicable laws. In this regard, the decision of the Director Engineering may be final and conclusive and binding upon the parties. All applicable taxes/ duties shall be recovered/ deducted as per the prevailing applicable rates at the time of release of payments to the contractor.

9. Formula for Price Adjustment

- i. The prices quoted by the bidder shall be subject to change with variation of the prices of the High Speed Diesel (HSD) and filling charges at the hydrants.
- ii. For any variation in HSD up to 5% of the base price, no changes in the quoted rates shall be made and payment shall be made according to the bid rates.
- iii. For variation in HSD prices in excess of 5% of the base price, bid rates shall be revised as below;

Variation in HSD prices during the preceding month = X%



Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons
 New Rate at the time of payment of monthly bill = $(0.5R+0.5R(100 \pm X)/100)$ per 1000 Gallons

- iv. For variation in filling charges at hydrant, bid rates shall be revised as below;

Variation in filling during the preceding month = Y%
 Rates quoted by the bidder for 1000 Gallons unit = R per 1000 Gallons
 New Rate at the time of payment of monthly bill = $(0.75R+0.25R(100 \pm Y)/100)$ per 1000 Gallons

9.1 Basic Rate of High Speed Diesel & its Source

Basic Rate of HSD Diesel is fixed at Rs.296.71 per liter mentioned as Retail Price of **HSD** and its source for base rate and future rates is Pakistan State oil website at the link given below;

<https://www.psopk.com/fuel-prices/pol/archives>

9.2 Basic Rate of Filling Charges & its Source

Basic Rate for filling charges at the Hydrant is Rs.441/- (Rupees Four Hundred and Forty-One) per 1000 Gallons. The bidder will attach latest notification of the KW&SC regarding filling charges at the hydrants effective on the date of submission of bids. Any change/variation thereof shall be evaluated on the basis of KW&SC notifications issued after this and effective during the month during which the water was actually supplied.

10. Default, Termination of the Contract and Compensation to the Employer

- a. If the Contractor fails to supply the adequate quantity of water or fails to comply with a valid instruction of the Employer, or if Contractor materially or consistently breaches the Contract, the Employer may give a notice under this sub-clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within fifteen (15) days after receipt of the Employer's notice, the Employer may by serving a second notice within twenty-five (25) days, terminate the Contract.
- b. Alternatively, the Employer may arrange supply of required quantity of the water from the market at risk & cost of the Contractor whenever the contractor fails to supply the required quantity. Cost/expense incurred shall be recovered from the contractor's bill. The decision of the Director Engineering will be final and conclusive in this regard.
- c. In case of termination by the Employer, the Contractor shall be entitled to payment of the unpaid balance of the value of the supplies made till the termination date after adjustment of any claims against the contractor. If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered from the balance payable amounts or the performance guarantee.

11. Disputes & Procedure for Disputes Resolution

- i. If any dispute arises between the parties (Contractor & the Employer), the matter shall be referred to the Director Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- ii. In case the Contractor believes that the decision of the Director Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director Engineering. If no notice is given within this time, the decision of Director Engineering shall be final and binding upon the Parties.
- iii. In case a dissatisfaction notice is given by the Contractor under sub-clause-11-(ii), the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 15 days after the notice of dissatisfaction. Failing to agree upon Adjudicator name within the specified time will result in finality of the Director Engineering's decision which will become binding upon the parties.
- iv. If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Any hearing shall be held at the Karachi and the language shall be English or Urdu.



12. Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties.

13. Independent Contractor

The Contractor including all his employees, associates, assigns or his legal heirs shall at all times function and be regarded as independent contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

14. Declarations

- i. The terms and conditions and the Schedules thereto of this Contract represent the entire agreement and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- ii. 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.
- iii. Unless expressly provided, no term of this Contract is enforceable by any third party.
- iv. This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it without Employer's prior written consent. Any subcontracting shall be on terms consistent with these Conditions for the benefit of an enforceable by the Employer and Contractor shall remain liable for the subcontractor's acts and omissions and the Contract's complete performance.
- v. The Contract shall be governed by the laws of Pakistan and Contractor and the Employer agree to submit to the exclusive jurisdiction of the courts in Pakistan.



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

Standard Forms



Form No.01: FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Bidder) with

address: _____

Penal Sum of Security (express in words and

figures): _____

Bid Reference No. _____ Date of Bid _____

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

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

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

- (1) that the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub Clause 14.5 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub Clause IB-18.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub Clauses IB-17.3 of Instructions to Bidders, the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer 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 the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security 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 the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1.

Corporate Secretary (Seal)

2.

(Name, Title & Address)

1. Signature:

2. Name: _____

3. Title _____

Corporate Guarantor (Seal)



Form No.02: FORM OF PERFORMANCE SECURITY

(Bank Guarantee)
Validity (Contract period + 3 months)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)
Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) 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 the Employer, 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 the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer'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 Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) 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 the Employer 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.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



Form No.03: FORM OF CONTRACT

THIS AGREEMENT made the _____ day of _____ 202__ between <Name of Procuring Agency> of <city, country> (hereinafter called “the Employer”) of the One Part
and
<Name of Supplier> of <city, country> (hereinafter called “the Supplier”) of the Other Part.

WHEREAS:

- (A) The Contractor has offered to carry out services for supply of potable sweet water from KW&SB hydrants on the terms and conditions as set forth in this Contract; and
- (B) The Employer has agreed to engage the Contractor to carry out the supply of potable sweet water from KW&SB hydrants on the terms and conditions contained in this Contract.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, in the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - a) This form of Contract;
 - b) Letter of Acceptance;
 - c) the Form of Bid and the Prices Schedule submitted by the Bidder;
 - d) the Technical Specifications;
 - e) the General Conditions of the Contract;
 - f) the Special Conditions of Contract;
 - g) Addendum/Corrigendum, (if any);
 - h) Invitation to Bids and Bidding Data
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to supply of potable sweet water from KW&SB hydrants in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the supply of potable sweet water from KW&SB hydrants as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with their respective laws the day, month and year first above written.

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



Form No.4: UNDERTAKING

[Required on non-judicial stamp paper Rs. 100, No alterations to its format shall be permitted and no substitutions shall be accepted.]

IFB No: _____
 Title: _____
 Bidder: _____


UNDERTAKING

1. I/We hereby confirm and declare that I/We, _____, has/have not been declared ineligible or debarred, blacklisted/sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan or fraudulent practices, or no failure to perform with SBP.
2. 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.

Seal & Signature of Bidder:	
Date:	



Form No.5: S2 Form

		STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION Supplier Bank Account (IBAN) Details Form				S-2		
1. For Office use:								
*Office/Deptt Supplier *Supplier Type				*Supplier No. *Liability A/C *Prepayment A/C			WHT Rate	
	New		Update					
2. Supplier Information								
*Supplier Name								
*Supplier NTN				CNIC No.				
Supplier Address								
						Supplier City		
Contact No.						Mobile		
E-mail Address						Fax No.		
3. Bank Account Information								
*Bank Name								
*IBAN (24 Characters)						*Supplier Stamp & Signature		
*Branch Type	Islamic		Commercial					
*Title of Account								
(For Office use only)								
Forwarded By		Verified By			Entered By (Supplier Mgt User)			
(Procurement Function)								
					<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> Date			
Field marked with * are mandatory. Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted. Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.								





SBP BANKING SERVICES CORPORATION

SUPPLY OF POTABLE SWEET WATER AT VARIOUS PREMISES OF SBP, HEAD OFFICE KARACHI

BIDDING AND CONTRACT DOCUMENT

Volume – II

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

December-2023



Schedule A to Bid: Schedule of Prices

Financial Bid/ Schedule of Prices**1. PREAMBLE**

- i. The prices and rates to be quoted in the Bill of Quantities are to be the full inclusive value of the works described under specified items including all cost of expenses which may be required in and implied in all the documents referred to on which the tender is based.
- ii. Rates quoted should be inclusive of all applicable taxes, duties, levies etc.
- iii. Each cutting should be signed by the authorized person.

2. BILL OF QUANTITIES:

Sr. No.	Description	Unit	Quantity	Rate per 1000 Gallons
1.	Supply of potable sweet water from Karachi Water & Sewerage Corporation (KW&SC) hydrants to the following buildings /premises of the State Bank of Pakistan & SBP Banking Services Corporation, Karachi; <ul style="list-style-type: none"> • SBP Main Building premises along I.I Chundrigar Road, Karachi. • SBP Bolton Market Building premises along M.A Jinnah Road, Karachi. • Bank House at 12-Fatima Jinnah Road, Karachi Cantt. • SBP Female Hostel, Lala Zar, Queens Road, Karachi. • DG Bungalow at KDA Scheme No-01, Karachi • Any other official site of the SBP within the city of Karachi. 	1000 Gallons	01 unit of 1000 Gallons	
Rupees per 1000 Gallons inclusive of all applicable taxes and government duties.				

Note: - "Gallon" means Imperial Gallon (1 Imperial Gallon is equal to 4.54609 Liters)

In words (Rs.) _____
 _____ Only

For Contractor (Sign & Stamp)

For SBP BSC (Sign & Stamp)

