

STATEBANKOFPAKISTAN SBP BANKING SERVICES CORPORATION

Reference No: Engg/O&M-Lift-24/112459/2024 Date: 20-08-2024

INVITATION TO BID

State Bank of Pakistan, Banking Services Corporation invites sealed bids from the Contractors, registered with Income Tax Department andwho are on Active Taxpayers list of the Federal Board of Revenue for below mentioned services as per below table:

S. No.	Tender No.	Project	Date & Time of Bid Submission	Date & Time of Technical bid opening	Bid Security (Rs.)
1	ISD-01	CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01) CARGO LIFT AT SBP BSC ISLAMABAD	11-09-2024 till 03:00 PM	11-09-2024 till 03:30 PM	30,000/-

Bidding documents containing detailed terms and conditions etc. are available at Office of the Engineering Unit, SBP BSC G-5/2 Islamabad (Ph No. 051-9078304 Ext; 304). The bidding documents can be obtained through an application on the letterhead of the firm/ company. Priceof bidding documents for each tender is Rs. 1,000/- (Non-refundable) in the form of pay order/demand draft in favor of State Bank of Pakistan. Bidding documents can also be downloaded from SBP website at www.sbp.org.pk free of cost and bidder can submit the bids on the said biddingdocuments in accordance with requirements. In case of any discrepancy/conflict, provisions of bidding documents including any addenda posted on the procuring agency website, shall prevail. The bidders are required to bid for each project separately as per its requirements and schedule. Each bid will be evaluated and awarded separately.

The bids, prepared in accordance with the instruction in the bidding documents, must be dropped in tender box kept in the office of PA to ChiefManager SBP BSC G-5/2 Islamabad along with bid security stipulated in the table above. Bids will be opened as per above schedule. In case bid-opening date falls on a public holiday, the bid will be opened on next working day at the same time at the same venue. This invitation to bid is also available at PPRA's & State Bank of Pakistan Websites www.ppra.org.pk & www.sbp.org.pk respectively.

-Sd/-

Chief Manager State Bank of Pakistan SBP BSC Islamabad ISD-01 Page **1** of **73**



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

SBP BANKING SERVICES CORPORATION

CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01) CARGO LIFT AT STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION ISLAMABAD

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

AUGUST 2024



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SBP BANKING SERVICES CORPORATION (SBP BSC)

Invitation to Bids (IFB)

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



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Sr.
No.

DESCRIPTION

- 1. Title Page
- 2. Invitation to Bids
- 3. Index
- 4. Bidding Documents Section-I (Instructions to Bidders)
- 5. Bidding Documents Section-II (Bid Data Sheet)
- 6. Bidding Documents Section-III- (Form of Technical Bid)
- 7. Bidding Documents Section-IV- (Qualification Criteria)
- 8. Bidding Documents Section-V- (Form of Financial Bid) (Attached as Volume II)
- 9. Bidding Documents Section- VI-Part 1 (Specific Services Data/ Scope of Services)
- 10. Bidding Documents Section-VI-Part-2- (General & Special Conditions of Contract)
- 11. Bidding Documents Section VII-Service Management Plan of Service Provider
- 12. Bidding Documents Section VIII-Forms of Contract



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(Bidding Documents-Section-I)

INSTRUCTIONS TO BIDDERS

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

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Section – I INSTRUCTIONS TO BIDDERS

A. Introduction

_	A. Introduction
1. Scope of Bid	 1.1. SBP Banking Services Corporation, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "SBP BSC") invites Bids for the Services summarized in the Bid Data Sheet (BDS) (hereinafter referred to as "the Services"), at the Buildings and other areas specified in the BDS (hereinafter referred to as Premises). 1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive. 1.3. The procurement title, reference number, method and procedure are specified in the BDS.
2. Eligible Bidders	 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. Joint Ventures and Consortiums shall not be permitted to submit the bid. Bidder already engaged by the SBP BSC for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding. 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. 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. Bidders shall provide evidence of their continued eligibility satisfactory to the SBP BSC, as the SBP BSC shall reasonably request. Bidder must meet all the qualification criteria as defined in Bidding Documents.
3. Qualification of the Bidder	3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.
4. One Bid per Bidder	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. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the SBP BSC in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



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B. Bidding Document

6. Content Bidding Documents

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6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8:

- 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 Bidding Documents and Pre-bid Meeting

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC in writing at the given address and by one of the means indicated in the BDS. The SBP BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the SBP BSC's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the SBP BSC
- 7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: www.ppra.org.pk and as provided in Bid Data Sheet (BDS).
- 7.3. As specified in the BDS, the SBP BSC will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding



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		Documents from the SBP BSC. Any modification to the Bidding Documents listed in ITB Clause 6.1 , which may become necessary as a result of the pre-bid meeting, shall be made by the SBP BSC by issuing an Addendum under ITB Clause 8 .
8.	Amendment of	8.1. At any time before the deadline for submission of bids, SBP BSC, for any
	Bidding	reason, either at its initiative or in response to a clarification requested
	Documents	by a prospective Bidder, amend the Bidding Documents. Such
		amendments shall take precedence over the existing document.
		 8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated in writing that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page (www.sbp.org.pk). 8.3. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and
		submit the revised bid prior to the original or extended bid submission deadline.
		8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
		8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, SBP BSC may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.

C. Preparation of Bids

9. Language of Bid			
	9.1. The bid prepared by the bidder and all correspondence and documents		
	relating to the Bid, exchanged by the bidder and SBP BSC shall be		
	written in the English or Urdu language; provided that any printed		
	literature furnished by the bidder in another language as long as		
	accompanied by an English or Urdu translation of its pertinent passages		
	in which case, for purposes of interpretation of the Bid, the English or		
	Urdu translation shall govern the relation between the parties.		
10. Documents	10.1. The bid submitted by the Bidder shall comprise the following:		
Comprising the	i. Forms for Technical Bid under Section III		
Bid	ii. Documents related to Minimum Eligibility/Qualification Criteria		
	under Section IV		
	iii. Forms for Financial Bid under Section V.		
	iv. Bidding Documents (in original) duly signed and stamped on		
	each page / sheet.		
	v. Bid Security in original/Bid Securing Declaration.		
	vi. Power of Attorney in accordance with the Clause 15 of ITB.		
	vii. Any other materials/ services required to be completed and		
	submitted by bidders, as specified in the Bid Data Sheet.		



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11. Bid Prices	 11.1.The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as listed in the Price Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the SBP BSC when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule. 11.2.All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department. 11.3.If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract. 	
12. Currencies of	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	payments to so made by our last real at the art rapes.	
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:	
	i. at the Bidder's option, be in the form of either Pay	
	Order/demand draft/call deposit or an unconditional Bank	
	Guarantee from a Scheduled Bank;	
	ii. be substantially in accordance with one of the formats of bid	
	security included in bidding documents or other form approved	
	by the SBP BSC before bid submission;	
	iii. be payable promptly upon written demand by the SBP BSC;iv. be submitted in its original form; copies will not be accepted;	
	v. In the case of Bank Guarantee, it shall remain valid for at least	
	28 days beyond the original validity period of bids, or at least 28	
	days beyond any extended period of bid validity subsequently	
	requested under ITB Clause 13.2.	
	vi. Bids submitted with insufficient bid security will be rejected.	
	vii. Bid security of unsuccessful bidders will be released/ returned	
	after the conclusion of the procurement process, as soon as	
	possible, upon receipt of the nomination to receive the instrument.	
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viii. The most advantageous Bidder's bid security will be released/ returned upon the submission of performance Guarantee.

14.2. The bid security may be forfeited:

- i. If a bidder withdraws his bid during the 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, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.
- 15.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.
- 15.4.In accordance with **ITB Clause-16**, Bids shall be sealed in an envelope addressed to SBP BSC at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place.
- 15.5. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.



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D. Submission of Bids

	D. Submission of Bids
16. Sealing and	16.1. The Bidder shall seal the original and each copy of the bid in separate
Marking of Bids	envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY
	NO. [Number]." The envelopes shall then be sealed in an outer
	· ·
	envelope. The inner and outer envelopes shall be addressed to the SBP
	BSC at the address given in the BDS, and carry the statement "DO NOT
	OPEN BEFORE [Date & Time of the Bid Submission Deadline]."
	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 BDS,
Bids	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 submission,
and Withdrawal	provided that written notice of the modification, including substitution
of Bids	or withdrawal of the bids, is received by the SBP BSC before the
	deadline prescribed for submission of bids under ITB Clause 17.
	19.2. No bid can be modified after the deadline for submission of bids.
	19.3.No bid can be withdrawn in the interval between the deadline for
	submission of bids and the expiry of the period of bid validity, specified
	by the Bidder on the Bid Form. Withdrawal of a bid during this interval
	will result in the Bidder's forfeiture of its bid security.
	E. Bid Opening and Evaluation
20. Bid Opening	20.1. The Bank will open all bids, including modifications, in public, in the
	presence of Bidder's representatives who choose to attend, at the
	time, on the date, and at the place specified in the BDS.
	20.2. For in person meeting, the bidders' representatives shall sign an
	, ,
	attendance sheet as proof of their participation.
21. The process to	21.1. The disclosure of information relating to the examination, clarification,
Be Confidential	evaluation, comparison of bids and recommendations 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



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22. Clarification of	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. 22.1. During the bid evaluation, the Bank may, at its discretion, ask the
Bids	Bidder for clarification of its bid. The request for clarification and the
	response shall be in writing, and no change in the price (except under
	Clause 24 of ITB) or substance of the bid shall be sought, offered, or
22 0 1 1 1	permitted.
23. Preliminary Examination	23.1. The Bank will examine the bids to determine whether;
Examination	i. they are complete,ii. bid validity is provided accordingly,
	iii. required bid security/bid securing declaration have been
	furnished,
	iv. the documents have been properly signed,
	v. the bids are generally in order;
	vi. Bidder has provided all forms of Technical Bid under Section III
	and relevant documents under Section IV
	23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS , partial
	and incomplete bids will be rejected.
	23.3. Bids submitted without a signed Bid Form by the authorized nominee
	of the bidder will be rejected.
	23.4. Bids with material deviation, exception, objection, conditionality, or
	reservation will be rejected.
	23.5. Bids submitted late will also be rejected.
24. Correction of	24.1. Bids determined to be substantially responsive will be checked by the
Errors	Bank for any arithmetic errors. Arithmetical errors will be rectified by
	the Bank on the following basis:
	i. if there is a discrepancy between unit prices and the total price
	that is obtained by multiplying the unit price and quantity, the
	unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious
	misplacement of the decimal point in the unit price, in which the
	total price as quoted shall govern and the unit price shall be
	corrected;
	ii. if there is an error in a total corresponding to the addition or
	subtraction of sub-totals, the sub-totals shall prevail and the
	total shall be corrected; and
	iii. Where there is a discrepancy between the amounts in figures
	and in words, the amount in words will govern.



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	 iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors. 24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 14. 	
25. Evaluation and	25.1. The technical bids of the only qualified bidders after preliminary	
Comparison of	evaluation under ITB Clause 23, shall be evaluated in detail.	
Bids	25.2.SBP BSC will evaluate and compare only the bids previously determined	
Bius		
	to be substantially responsive and qualified pursuant to Sub-Clauses	
	23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids	
	will be evaluated for complete scope of services. Any Bid covering	
	partial scope of services will be declared non-responsive. The prices will	
	be compared on the basis of the Evaluated Bid Price and during	
	evaluation of the bid's price, SBP BSC will determine for each bid in	
	addition to the Bid Price, the following factors (adjustments) in the	
	manner and to the extent indicated below to determine the Evaluated	
	Bid Price:	
	(a) Making any correction for arithmetic errors pursuant to Sub-Clause	
	24.2 of ITB hereof.	
	24.2 of 11b fieleof.	
	(b) Discount, if any, offered by the bidders as also read out and	
	(b) Discount, if any, offered by the bidders as also read out and	
	(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.	
	 (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 	
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	 (b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. 25.3. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria. 25.4. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 25.5. Any minor informality, non-conformity or irregularity in a Bid which 	
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	 (b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. 25.3. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria. 25.4. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted. 25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by SBP BSC, provided such waiver does not prejudice or affect the relative ranking 	
26. Contacting the	 (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. 	
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F. Award of Contract



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28. Bank's Right to Reject all the Bids	 27.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily. 28.1. SBP BSC reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but SBP BSC will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.
29. Bank's Right to	29.1. SBP BSC reserves the right at the time of contract award to increase or
Vary Inputs/	decrease scope of services without any change in unit price or other
Outputs at Time	terms and conditions, provided such variation should be in line with the
of Award	provisions of PPR-2004.
30. Notification of	30.1. Prior to the expiration of the period of initial/extended bid validity, the
Award and	Bank will notify the most advantageous Bidder in writing ("Notification
Signing of	of Award"), to be confirmed in writing by registered letter/email, that
Agreement	its bid has been accepted.
	30.2. Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, SBP BSC will send the most advantageous bidder the Form of Agreement provided
	in the Bidding 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
21 Diagnolification	·
· ·	
	·
Contract Signing	· · ·
	·
	•
	·
	Most Advantageous bidder, an opportunity of being heard should be
	provided to the bidder with the Most Advantageous bid.
31. Disqualification Prior to Contract Signing	security. 31.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws. 31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be



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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: www.ppra.org.pk 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
	bidders found to be indulging in corrupt or fraudulent practices. Such



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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	Results of Bid/Proposal analysis resulting in
Fraudulent	substantive evidence of collusion.
Practices	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	Documented evidence in form of consistent
Deficiencies	performance deficiencies and notices of performance
	deficiencies not suitably responded to or defended by
	Service Provider.
Bidder failed to	Failed to abide with Bid Form / Bid Securing
abide with Bid	Declaration.
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 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.



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	35.7. Without limitation on the generality of the foregoing, bidders, and any	
36. Overriding Effect of PPR-	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: i. A bidder that has been engaged by the SBP BSC to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the SBP BSC's staff who is directly or indirectly involved in any part of 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 or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the SBP BSC by the bidder as part of the bid.	
2004	2004 shall prevail.	
37. Beneficial	37.1.For Services/works worth Rs.50M or above, the bidder shall provide	
Ownership	Beneficial Ownership information on the prescribed Form. Failure to	
Information	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.	
	(a) Reject the bid of the said company.	



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Section II - Bid Data Sheet (BDS)

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

ITB	Description											
Clause		·										
1.1	•	Procurement Title: CONTINUOUS & UN-INTERRUPTED MANAGEMENT										
		SERVICES OF ONE (01) CARGO LIFT AT SBP BSC ISLAMABAD Reference Number: Engg/O&M-Lift-24/112459/2024										
	•	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	Bio	d 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										
10.1		1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL PROPOSAL" and "ORIGINAL FINANCIAL PROPOSAL" in bold letters.										
		2. The outer envelope shall be addressed to the Bank at the address given in the										
		BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid										
		Submission Deadline]". The content of the Technical and Financial Proposal is mentioned in BDS.										
		3. 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.										



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	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										



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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



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Form – I (Authorization Form for Bidder's Representative)

	(Authorization Form for Bidder's Representative)					
	(ON SERVICE PROVIDER'S LETTERHEAD)					
Date:						
ITB No:	Engg/O&M-Lift-24/112459/2024					
Title:	CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01)					
Title:	CARGO LIFT AT SBP BSC ISLAMABAD					
having its registe Name>, <desigr< th=""><th><firm title="">, incorporated under <mention act="" ordinance="" regulation="" relevant="" the=""> red office at <complete address="" business=""> do hereby nominate Mr./Ms. <complete nation="">, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, correspond and fulfil all associated formalities of the subject procurement on our</xxxxx-xxxxxxx-x></complete></complete></mention></firm></th></desigr<>	<firm title="">, incorporated under <mention act="" ordinance="" regulation="" relevant="" the=""> red office at <complete address="" business=""> do hereby nominate Mr./Ms. <complete nation="">, CNIC# <xxxxx-xxxxxxx-x> as our lawful representative to participate, correspond and fulfil all associated formalities of the subject procurement on our</xxxxx-xxxxxxx-x></complete></complete></mention></firm>					
Official Seal & S	ignature of Bidder:					
Date:						



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Form – II (Technical Bid Submission Form / Form of Bid)

(Letter of Offer)

Bid Reference No. Engg/O&M-Lift-24/112459/2024

CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01) CARGO LIFT AT SBP BSC ISLAMABAD

10:	
Gent	lemen,
1.	Having examined the Bidding Documents including Addenda Nos
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.
Date	d thisday of, 20XX
Signa	ature
	e capacity ofduly authorized to sign the bid for and on behalf of the Bidder. A r of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.
(Nan	ne of Bidder in Block Capitals)
	Chik OF PARO

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(Seal)

Address
Witness:
(Signature)_____

Name: _____

C.N.I.C No:_

Address:_____



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Form - III

(Bid Security Form)

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

Over Stamp Paper

		Executed on
(Lettei	by the	Guarantor to SBP Banking Services Corporation (SBP BSC))
		rantor (Scheduled Bank in Pakistan) with
Name	of Princ	cipal (Bidder) with
		Security (express in words and
Bid Re	ference	No Date of Bid
the sa Service of whi	id Bidde es Corpe ch sum	EN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of er, we the Guarantor above-named are held and firmly bound unto the SBP Banking oration, (hereinafter referred to as "SBP BSC") in the sum stated above, for the payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and intly and severally, firmly by these presents.
	ONDITI panying	ON OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted th
		P BSC has required as a condition for considering the said Bid that the Principal furnishes in the above said sum to SBP BSC, conditioned as under:
(1)		he Bid Security shall remain valid for a period of twenty eight (28) days beyond the periodidity of the bid;
(2)	that i	n the event;
	(a) (b) (c)	the Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, or 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.



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NOW THEREFORE, if the most advantageous bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with SBP BSC in accordance with his Bid as accepted, and furnish within fifteen (15) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said SBP BSC for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

	Guarantor (Bank)		
Witness:			
	1. Signature		
1.	2. Name:		
	3. Title		
2.			
(Name, Title and Address)			



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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.	

General Note

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



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Form – V (Undertaking)

(Over Stamp Paper of Rs. 100)

Dear Sir,

1.0	I/We, M/s	, hereby undertake that I/We, M/s shall comply
	with all applicable Labor following:	aws and other applicable laws which includes but not limited to
	a. Payment of at-le	ast minimum wages/salaries/remuneration as notified by the iment.
	•	al Security registration of its resources and regular payment of
	c. Group Life and M	
		nd maternity or any other leaves as per applicable laws.
	e. Any other require	ment as per applicable laws.
2.0		ct in compliance of the above stated laws.
3.0	case I/We, M/s fail to ab	de by the above understand and agree unconditionally that in the tip the description of the Contract, the tip tip to terminate the Contract without prejudice to any other name that the Contract.
4.0		d declare that I/We, M/s, has debarred under Rule 19 of PPR-2004 nor sanctioned by National ity (NACTA).
5.0		cion/statement at any stage of the entire Bidding Process / Currency to disqualification and forfeiture of Bid Security and/or Performance on of the contract.
Seal 8	& Signature of Bidder:	
Date:	-	
Date.	_	
l		



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Form – VI (Declaration of Beneficial Owners' Information)

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

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

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

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

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

- 1	_	_	_	_	_	_	_	_
- 1	1		9	Л	E		7	0
- 1		Z		4	3	0	/	



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

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

Name & signature

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



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

1. Basic Conditions for Qualification

1.1 Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bid are eligible to participate in the bidding process.

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

2. **Qualification Criteria:**

2.1 General

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

SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. SBP BSC may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or



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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



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8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. 0.20 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/ Completion Certificate" of the projects of which the experience is being claimed.	Required Documents fulfilling criteria
10.	Particular Experience of the Firm	Services provided amounting to minimum of Rs. 1.8 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



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Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



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

Provided as Volume-II of Bidding Documents



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

1. Scope of Services:

The service provider shall be responsible for the continuous and uninterrupted operation and maintenance services of Lift (Cargo) and Escalators (if any) including the machine rooms along with their complete service & maintenance of all allied equipment, control components and accessories, repair, preventive maintenance and annual servicing complete in all respect as per terms and conditions of the contract.

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

S.No.	Type (Lifts & Escalators)	Make	Capacity	Location
1	Cargo/Bullion (01 No.)	Star Elevator Group	1140 Kg	Islamabad
		Ltd-China	(2500 lbs)	

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

The following service execution schedule shall be followed:

S.No.	Nature of Service	Execution Schedule		
1	Technical & Maintenance Services for Lift (Operator services)	Monday to Friday from 07:30AM to 06:30PM		
2.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for lifts	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 spare parts, fitting & fixtures etc. shall be provided by the Client in addition to Electricity and water supply. Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the service provider.

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

General Services

i. Maintenance Services of lifts (Passenger/Bullion/Cargo/Bed) and Allied Equipment according to manufacturer's manual and specific building requirement.



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ii.	Required services includes but not limited to all Allied equipment in machine room such as electrical and control cabinets, batteries, motors, ropes, relays		
	and switches and any other device or component operating		
iii.	Services for Cleaning and general upkeep of lift cars interior and exterior, shaft		
	walls, Machine rooms, shaft pit and surrounding areas.		
is.	·		
iv.	Services for immediate removal and appropriate disposal of waste, such as		
	used oil, defective lights, and of other such items according to municipal codes		
	and environmental standards.		
v.	A complete daily general Monitoring of the entire installation shall be carried		
	out by the Service Provider who will immediately convey any abnormality in		
	Lifts and Allied Equipment, as well as make immediate arrangements to set		
	right such abnormalities. Moreover, Service Provider shall maintain related		
	records and produce such records as and when required by the Client.		
:			
vi.	The Service Provider shall attend maintenance or repair work of the Lifts and		
	Allied Equipment on priority basis and if required the maintenance services for		
	rectification of equipment may be provided after office hours or on holiday(s)		
	to set right the service, or at any time due to exigencies/ emergencies and will		
	provide services for smooth working in the minimum possible time. The Service		
	Provider shall inform the Client well in advance about any		
	maintenance/repair/service work scheduled to be done by the Service Provider		
	after office hours or on holiday(s).		
vii.	The periodical and preventive maintenance/service OF equipment shall be		
VII.			
	carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service		
	manuals of the manufactures in presence of the Client's representative and		
	details of these shall be duly entered in the daily log sheets/book. The Service		
	Provider shall complete the annual servicing, maintenance, repairs and service		
	during this period so that the equipment are in full working order following		
	service. Checklists and reports for the services must be submitted to the Client.		
viii.	A complete safeties monitoring of the Lifts and Allied Equipment 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) Tech	nical & Maintenance Services for Lifts (Operator services): In addition to, General		
1	• •		
	ces) mentioned above, the following services:		
i.	Maintain and operate Lifts during utility supply & outages, testing and		
	maintenance activities.		
ii.	Monitoring Lifts for abnormal temperature, amperes, voltages, frequency,		
	noise, vibration or any other abnormal condition.		
iii.	Checking and testing the Lifts and its components for proper smooth services		
	on daily basis.		
	·		
iv.	Immediate attending of Lifts in case of emergency.		
٧.	Execution of inspection and maintenance activities necessary to maintain the		
	Lifts in trouble-free and smooth operating condition.		
vi.	Reporting to Client's supervisor or calling for external help in emergency		
"	situations and to report faulty parts or abnormal running condition.		
:			
vii.	Cleaning the Lifts along with disposal of waste (used oil cans, coolant bottles,		
	filters etc.).		



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viii.		Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.		
ix.	ix. Troubleshooting in case of defects, abnormal conditions and complete Calling for backup support if necessary to further troubleshoot and rectify malfunction.			
b)		nical Support Services: In addition to above services, Round the clock on call rt is required for the following services:		
i.		The periodical and preventive maintenance/service and corrective maintenance of the Lifts and allied equipment shall carried out on daily/monthly/Quarterly/biannual/yearly etc. and as per requirement basis and as per the service manuals of the manufactures.		
ii.		The Service Provider shall complete the annual servicing, maintenance, repairs and service during this period so that the Lifts are in full working order.		
iii.		Provide assistance in emergency situations.		
iv.	•	Provide assistance in troubleshooting or repair and rectification work.		
v.	•	Carry spare parts, tools or documentation between work sites.		
vi.	•	Smooth and uninterrupted services for Lifts through periodical inspections and monitoring.		
vii. Resolution of fault of Lifts.		Resolution of fault of Lifts.		
viii.	Going off-site to bring in parts, material, documents or consumables instructed by Service Provider's supervisory staff.			
ix.		Any other work assigned by the Client.		
Fred	quency	of Services for Lifts:		
au		Checking of Phase voltages and checking of AC system.		
vice		Check & record temperature of Machine Room		
intenance & Service		Checking of operator panel for start.		
જ	au.	Cleaning of lift cars and cleaning of doors.		
nce	Schedule	Cleaning of sills and cleaning of floor of lift cars.		
ena	hec	Checking of lights and fans of lifts cars.		
inte	Sc	Checking of intercom.		
Σ		Checking of floor indicators.		
Daily Ma		Checking of call buttons		
Ö		Checking of door functioning.		
a)		To Maintain log sheets and checklists.		
V.		Inspect, clean, lubricate, and properly adjust all guide rails, guide shoes, Door		
Ser		rollers etc.		
Monthly Maintenance & Service Schedule		Remove all dirt, dust, and oil from pits.		
Ü	<u>=</u>	Check the operation of the emergency light; replace as necessary.		
ene	edı	Solid State Components and Circuit Boards: Inspect printed circuit board and		
int	Schedule	other solid-state devices for cleanliness, condensation spots, evidence of		
Š		heating and deterioration. Check and replace defective solid-state devices.		
hly		Inspect leveling operation. Clean and lubricate switches, vanes, and all other		
ont		related parts. Adjust to obtain the proper leveling at all landings in both the UP		
Ž		and DOWN directions within 40mm above or below the landing sill.		



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		-				
			Checking and cleaning of door tracks.			
			Checking and cleaning of landing door contacts, landing sills and door open			
			close condition.			
			Checking of all safeties (Speed Governor, Emergency switches, Overload safety,			
			Landing door, Car roof, door drive contacts, buffer spring at pits, and counter			
			weights).			
		ļ	Checking of thrust condition of traction motor & excessive heat			
			Checking of strange noise and smell inside the traction motor during operation.			
			Checking of brake functioning.			
			Checking of abrasion of brake drum.			
			Checking of steel ropes.			
		Ī	Cleaning and checking vibration, noise and normal working of bearing of speed			
			governor.			
		Ī	Checking of oil in lubrication cup and refilling of cups if required.			
•		Ī	Checking of open & close condition of door, noise due to door shoe abrasion.			
		İ	Checking of functioning of Hall & lift cabin call buttons			
		İ	Checking & testing of Automatic Rescue Device (ARD) & battery voltage.			
			Check thrust condition of motor & brakes.			
<u> 0</u>	Quarterly Maintenance & Service Schedule		Check all emergency switches			
npa			Check guide rail shoe, abrasion on roller, interruption in traveling			
Sche			Check limit switches working condition on top floor and pit, clean rust on			
9			contact point			
eZi			Check traction sheave on motor			
Š		İ	Checking and observation of slip of ropes and condition			
92		ŀ	Checking the locking device			
nar		İ	Checking the lock contacts			
nte		ŀ	Check the transmitting cam			
Mai			Check door drive pulley and belt			
- E			Check Emergency landing Device or Automatic Rescue Device			
rte		ł	Check oil buffer/ spring buffer condition, oil filling and rust condition			
Jua		ŀ	Check stand by power operation (Generator, UPS)			
			Check all lift cabin & hall buttons operations			
			Inspect, clean, lubricate and manually operate safety mechanisms.			
	<u>e</u>	ŀ	Check of Excessive heat and strange noise of motor bearing			
≥	Semi Annually Maintenance & Service		Check Traction Sheave and slip			
nal	S S	al	Check rotatory condition and slip of defending pulley of motor			
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ce	Schedule	Check vibration & noise of speed governor and working of bearing, rope wear			
Semi Annually	nar	Sch	and broken strands			
Sei	nte		Check rotatory condition noise and slip of car top pulley			
	Mai		Check rotary condition and slip of counter weight pulle			
	_		Check Main ropes condition, slip, damage and foreign substances			



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	Check Damage of traveling cable and interruption with other device in					
hoistway, damage of end part and bending part						
	Check compensation chain tension					
a)	Check counter action for hoistway against earthquake like damage or					
) In S	extension on rope length of counter weight and car, logical application of					
Service Schedule	traveling cable protection.					
e Se	Check counter action for pit against earthquake for pit buffer, governor					
Zic	supporting pulley.					
Se	Check following items must be displayed where anybody can see easily					
<u>න</u> ව	Manufacturer, capacity (Load) Speed, passenger guide board, intercom,					
and	maintenance company.					
Annually Maintenance	Check car sills to hoistway wall distance standard: less than 125mm.					
lair	Check guide rail & brackets serious rust and corrosion on rail, fixed condition					
2	by bolt and welding.					
lal	Check serious rust and corrosion on bolt of counter weight, pulley condition,					
l u	interruption on travelling.					
الح	Break or water leakage on hiostway wall.					

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

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



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Services	to be performed by Sub-Service Providers
	Sub-Contracting is not allowed



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SCHEDULE E TO BID

PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES

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

1. Resources

S. No	Component of Premises	Service Requirement	Services Daily Services Schedule Management Plan
Lift Sei	rvices		
	Lift Machine room (Main	Technical &	07:30 AM to 6:30
1.	Building)	Maintenance Services	PM
		for Lifts	
		(Operator services)	
	Lift Machine rooms (Annexe	Technical &	07:30 AM to 6:30
2.	Building)	Maintenance Services	PM
		for Lifts	
		(Operator services)	
	Lift Cars	Technical &	07:30 AM to 6:30
3.		Maintenance Services	PM
		for Lifts	
		(Operator services)	
4.	Lifts	Technical Support	Round the clock on call support
		Services	



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SCHEDULE D TO BID

 Sub-Contracting is not allowed



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

Section VI – CONDITIONS OF CONTRACT



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A. GENERAL CONDITIONS OF CONTRACT (GCC)

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) _"Contract" means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.
- "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;
- m) "Specifications" means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client
- n) "Service Points" are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.
- o) "Service Provider" means the person whose tender/bid has



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		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



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	Construction of the Constr
	for clarification. In case of conflict between the documents, the
	most stringent requirement shall be deemed to be included in the
110 6:::::::::::::::::::::::::::::::::::	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 uninterrupted
Execution Schedule	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 Provider shall, arrange for a
	replacement.
1.12. Attendance of	1.12.1. The Service Provider shall attend all the meetings, when called by
Meetings	Client, to discuss the quality of services and other matters related
	to the Contract, without any compensation from Client.
1.13. Responsibilities,	Notwithstanding to any provision contained in the Contract, the Service
Liabilities And	Provider shall be exclusively responsible for the following during the
Warranties By 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
	communicated by Client from time to time during execution of



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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; 1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned In the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract. 1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order. 1.13.5 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource. 1.13.6 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client shall be

2. Commencement, Completion, Modification, and Termination of Contract			
2.1. Effectiveness of	2.1.1. This Contract shall come into effect on the date the Contract is		
Contract	signed by both parties or such date as may be stated in the SCC or		
	work order.		
2.2. Duration of	2.2.1. The duration of this contract shall be twelve (12) months,		

already paid for the defective Services.

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



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Contract	renewable for further two years on mutual consent on the same
Contract	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	
Contract	conditions (subject to clause 5.2 or any other clause of this
	Contract) for a period suitable to SBP BSC to call new tenders and
0.4.04.1:6: .: /	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 Majeure	2.5.1. Definition
	For this Contract, "Force Majeure" means an event that is beyond
	the reasonable control of a Party and which makes a Party's
	performance of its obligations under the Contract impossible or
	so impractical as to be considered impossible under the
	circumstances. The Party affected by Force Majeure 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. No Breach of Contract
	The failure of a Party to fulfill any of its obligations under the
	Contract shall not be considered to be a breach of or default
	under, this Contract insofar as such inability arises from an event
	of Force Majeure, provided that the party affected by such an
	event;
	a. has taken all reasonable precautions, due care and
	reasonable alternative measures to carry out the terms
	and conditions of this Contract, and
	b. has informed the other Party as soon as possible about
	the occurrence of such an event.
	2.5.3. Extension of Time
	Any period within which a Party shall, under this Contract, complete any
	action or task or additional task shall be extended for a period equal to the
	time during which such Party was unable to perform such activities as a
	result of Force Majeure or on the advice of Client.
2.6. Termination	2.6.1. By the Client
	The Client may terminate this Contract, by not less than fourteen
	(14) days written notice of termination to the Service Provider, to
	be given after the occurrence of any of the events specified in
	paragraphs (a) through (g) of this Clause 2.6.1:
	a) if the Service Providers do not remedy a failure in the
	performance of their obligations under the Contract,
	b) if the Service Provider becomes insolvent or bankrupt;
	c) if, as the result of Force Majeure, the Service Provider/s are
	unable to perform a material portion of the Services for not
,	



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less than sixty (60) days; or

- d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.
- f) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12**
- g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the **Clause 7.2**.
- h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to **Clause** 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

2.6.3. Payment upon Termination

Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:

- a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination;
- except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security.
- d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.

3. Obligations of the Service Provider

3.1. General

3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency,



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3. Obligations of the Service Provider and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties. 3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement. 3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client. 3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan. 3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client. 3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client. 3.2.1. The Service Provider agrees to indemnify the Client and hold it 3.2. Indemnity 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 exemployees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity. 3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract. 3.2.4. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon 3.2.5. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury,



disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any

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3. Obligations of the Service Provider		
		services under this Contract or any claim regarding the medical
		care or treatment expenses submitted by the employee or ex-
3.3. Conflict of	2 2 1	employee of the Service Provider or their legal heirs. Service Provider and Service Provider's employee (s) Not to
Interests	3.3.1.	Benefit from Commissions and Discounts.
		Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract., The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.
	3.3.2.	Prohibition of Conflicting Activities a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
3.4. Confidentiality	3.4.2.	Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Bank may reject its bid and/or terminate the contract Service Provider.
3.5. Contractual Liability Insurance	3.5.1.	From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of SBP BSC and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP BSC. In case of failure, SBP BSC reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank.



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3. Obligations of the Ser	vice Provider
J. Obligations of the Set	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'	3.6.1. The Service Provider shall obtain the client's prior approval in
Actions Requiring	writing before taking any of the following actions:
Client's Prior Approval	 a) entering into a subcontract for the performance of any part of the Services,
Арргочаі	b) changing the schedule of activities;
	c) any other action that may be specified in the SCC.
3.7. Independent	3.7.1. The parties agree that this contract creates an independent
Service Provider	Service Provider relationship, not an employment relationship.
Status	The Service Provider acknowledges and agrees that the client
	will not provide the Service Provider or the Service Provider's
	employee(s) any fringe benefits or for the reimbursement of
	any expenses, including without limitation any medical or
	pension payments, and that income tax/withholding tax is
	Service Provider's responsibility.
	3.7.2. The Service Provider shall be exclusively responsible for paying
	the salary and other emoluments and providing the benefits to
	which each of The Service Provider employee (s) is entitled
	under his/her contract with The Service Provider. All claims
	made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.
	3.7.3. None of the Service Provider's employee (s) shall be entitled to
	seek employment with the client merely on the ground that
	he/she had been posted by the Service Provider at any of the
	premises of SBP BSC for performance of this contract.
3.8. Compliance with	3.8.1.The Service Provider shall be responsible to comply with all
all the Regulatory	applicable laws of the land to fulfill the regulatory payments
Requirement	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.
	h. Group Life and Medical Insurance.



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3. Obligations of the Ser	vice Provider
	 i. Casual, medical and maternity or any other leaves as per applicable laws. j. Any other requirement as applicable under the relevant law.
	3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.
	3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.
3.10.Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1.All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.
3.11.Penalties /	3.11.1. For each deficiency and poor service, SBP BSC will impose a
Liquidated Damages	penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.
	 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



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3. Obligations of the Service Provider		
<u> </u>	from schedule bank in Pakistan, which will be valid 28 days beyond the Contract Period. Notwithstanding anything contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.	
3.13. Early Warning by	3.13.1.The Service Provider shall warn SBP BSC in writing at the	
the Service Provider	earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on SBP BSC's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.	
	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.	



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

	5. Obligations of the Client		
5.1.	Provide	5.1.1. The Client shall at the request of Service Provider, provide the	
	information	information on the code of conduct and security procedures. The	
	about the	Client shall immediately notify the Service Provider of any changes	
	code of	to the same during the continuance of this Contract.	
	conduct		
5.2.	Change in the	5.2.1.If, after the date 7 days prior, to the latest date for submission of	
	Applicable	tenders for the Contract there occur changes to any Federal and/or	
	Law	Provincial Law or any regulation or bye-law, notification of any local	
		or other duly constituted authority, or the introduction/revision of	
		any such Federal and/or Provincial Law, regulation or bye-law	
		especially labor laws regarding revision in minimum wage or any	
		other 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 Services	
	Facilities	and Facilities, if any provided in the Contract.	
5.4.	Assistance and Exemptions	5.4.1. No assistance regarding exemption will be provided by the Client.	
5.5.	Access To The	5.5.1. Before the commencement of the Contract, SBP BSC will provide	
	Buildings/	access of Service Provider and Service Provider's employee(s)	
	Premises And	(after verification and clearance by the police or other	
	Stores	investigation agency as per SBP BSC Security Protocol), to all	
		concerned parts of the buildings/ Premises where Services are to	
		be provided under the Contract.	
		5.5.2. The Service Provider shall allow and ensure easy access of	
		authorized person(s) of SBP BSC to his office, store or other areas	
		under his control while providing the Services under the Contract.	
5.6.	Performance /	5.6.1. SBP BSC will provide a Performance certificate during pendency of	
	Completion	Contract and completion Certificate after completion of Contract	
1	Certificate	to the Service Provider on his written request.	

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



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6. Payments to th	e Service Provider		
.,	above the amounts stated in Clause 6.2 if the Parties have agreed to		
	additional payments under Clauses 2.4 and 6.3.		
6.2. Contract Price	 6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions. 6.2.2. 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 Additional Services	6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of SBP BSC at any time. SBP BSC shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:		
	Monthly charges as / Resources as per proposed management plan / (9 hours)		
Conditions of	6.4.1.The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider. 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 as per as per the Price / proposed Schedule / proposed / proposed / proposed / which services / which services / remained unperformed		
	 6.4.3.Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of SBP BSC on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client. 6.4.4.With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month. 		



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6. Payments to the Service Provider		
6.5. Currency of	6.5.1. All Payments shall be made in Pak. Rupees.	
Payment		
6.6. Taxes and	6.6.1 All applicable taxes shall be deducted by SBP BSC at source unless a	
Duties	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	7.1.1. The Service Provider will maintain the highest level of service
Standards	standards as per best industry practice or as specified in this
	contract.
7.2. Correction of	7.2.1. SBP BSC shall check the Service Provider's work and bring to the
Defects, and	knowledge of the Service Provider of any defects that are found.
Penalty for Lack	Such checking shall not affect the Service Provider's
of Performance	responsibilities.
	7.2.2. The SBP BSC's authorized Officer shall serve a written warning
	to the Service Provider to improve the quality of Services and
	remove the deficiencies. For each deficiency and poor service,
	SBP BSC will impose a penalty as per Clause 3.11.
	7.2.3. The Service Provider shall adhere to service standards
	accordingly and cover the performance gaps. Failing which, SBP
	BSC may issue notice to the Service Provider.
	7.2.4. If the Service Provider fails to deliver the Services as per
	Contract, despite previous warnings in writing persistently or
	flagrantly neglecting to comply with any of his obligations under
	the Contract, SBP BSC may after giving the 14 days' notice to
	Service Provider terminate the Contract. Notwithstanding
	anything in contained in the Contract and / or applicable law,
	the Performance Guarantee shall be forfeited and SBP BSC shall
	also debar the Service Provider from participation in future
	Contracts.

8. Resolution of Disputes		
8.1. Disputes Resolution	8.1.1. If any dispute arises between the parties (Service Provider	
Procedure	and SBP BSC), regarding the performance of the Services or	
	anything contained in the Contract, the matter shall be	
	referred to the Director Engineering or any other officer	
	authorized by the competent authority at SBP BSC who will	
	examine the matter in detail and give a decision.	



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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. Health, Safety, Utilities, First Aid Facilities 9.1. **Health,** Safety, 9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, **Environment** and 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 associated with the Services. 9.1.5. The Service Provider shall pay special attention to the following environmental protection measures: Use of clean fuels to minimize air polluting emissions. a) 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. Limitation of Vibrations. f)

> g) h)

i)



Preservation of natural land to the extent possible.

Careful handling, storage and utilization of hazardous

Preservation of archaeological Sites.

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

radioactive materials, toxic chemicals etc.

Provider from time to time.

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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 regarding	
	Supply,	Telephone	the required cables/wires, switches etc. for Service	
	etc.		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		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. Comment and Encyclolent Durations		
	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, the		
Practices	Client follows, inter alia, the instructions contained in Rule		
	2(1)(f) of PPR 2004 which defines:		
	 i. "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- ii. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or 		
	indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; iii. "collusive practices" which means any arrangement		
	between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;		
	iv. "corrupt practices" which means 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 the		
Blacklisting and	Service Provider recommended for award has, directly or		
cross-debarring	through an agent, engaged in corrupt, fraudulent, collusive		



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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 corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client's contract; and
- 10.2.3. Under **Rule 19 of PPR-2004**, "The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

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		

However such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC will be final and conclusive.

10.3. Beneficial Ownership information

10.3.1. Beneficial Ownership information

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

- 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.



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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	Amandananta of and Complements to Clauses in the Compani Conditions of	
	Amendments of, and Supplements to, Clauses in the General Conditions of	
Clause	Contract	
1.1.1(b)	The Client is SBP BSC ISLAMABAD	
1.1.1(c)	The Service Provider is [insert name]	
1.1.1(d)	The Title & Reference of the procurement is;	
	CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01)	
	CARGO LIFT AT SBP BSC ISLAMABAD	
	Reference No: Engg/O&M-Lift-24/112459/2024	
1.5	The addresses are:	
	Client:	
	SBP Banking Services Corporation (BSC)	
	Islamabad	
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.	



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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.)



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SECTION VIII- Contract for CONTINUOUS & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01) CARGO LIFT AT SBP BSC ISLAMABAD

This Contract	at	SBP Banking Services Co	orporation Head	office is
made at Karachi the	day of the month of _	2024.		
<u>BETWEEN</u>				
2001, having its office	orporation established un located at		represented	by the
	(hereinafter ref shall include its heirs, exect			
	AN	D		
M/s		a partnership, f	firm, company ha	ving its
office located		rep		by
Mr	<i>.</i>	an adult, resident of		
	Service Provider") (which e			
include its heirs, executer	rs, assigns, and administrat	cors as the case may be) o	of The Second Par	t.
WHEREAS SBP BSC is desi	rous of		1	from an
independent Service Prov	vider for which purpose SBI manner as provided for in t	P BSC issued an Invitation	n to Bid (ITB) No. E	D/_/
the Service Provider has I	ce Provider submitted its been accepted by SBP BSC services as per this contract	c, where after, SBP BSC h		
professional skills, and pe terms and conditions set	ice Provider having represersonnel and technical resortorth in this contract at another ties hereto agree as follow	ources, have agreed to pro agreed contract price.	•	

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



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- 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:	
C' I I	
Signed by:	
CNIC #:	
Witness-2:	
Signed by:	
CNIC #:	
For and on behalf of	
[Authorized Representative] (Name, Designation, Signature, CNIC Number)	_
Witnesses-1:	
Signed by:	
CNIC # :	
Witness-2:	
Signed by:	
enue «	



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(INTEGRITY PACT)

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

	Contract No	Dated		
	Contract Value:			
	procurement of any contra Government of Pakistan (GC	e of Supplier] hereby declares that it has not obtained or induced the act, right, interest, privilege or other obligation or benefit from OP) or any administrative subdivision or agency thereof or any other GOP through any corrupt business practice.		
	Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given of agreed to give and shall not give or agree to give to anyone within or outside Pakistan either direct or indirectly through any natural or juridical person, including its affiliate, agent, associate, broke 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 pursual hereto.			
	arrangements with all person	that it has made and will make full disclosure of all agreements and s in respect of or related to the transaction with GOP and has not taken any action to circumvent the above declaration, representation or		
	making full disclosure, misred declaration, representation other obligation or benefit of	Ill responsibility and strict liability for making any false declaration, not presenting facts or taking any action likely to defeat the purpose of this and warranty. It agrees that any contract, right, interest, privilege or btained or procured as aforesaid shall, without prejudice to any other to GOP under any law, contract or other instrument, be voidable at		
	to indemnify GOP for any los and further pay compensat commission, gratification, bri	nd remedies exercised by GOP in this regard, [name of Supplier] agrees in sor damage incurred by it on account of its corrupt business practices ion to GOP in an amount equivalent to ten time the sum of any be, finder's fee or kickback given by [name of Supplier] as aforesaid for inducing the procurement of any contract, right, interest, privilege or whatsoever form from GOP.		
١	Name of Buyer:	Name of Seller/Supplier:		
S	Signature:	Signature:		
[Seal]	[Seal]		



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FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

Guarantee No	
Executed on	
(Letter by the Guarantor to SBP Banking Services Corporation)	
Name of Guarantor (Scheduled Bank in Pakistan) with	
address:	
Name of Principal (Service Provider) with	
address:Penal Sum of Guarantee (express in words and	_
• •	
figures) Dated	_
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid above said Letter of Acceptance (hereinafter called the Documents) and at the Service Provider we, the Guarantor above named, are held and firmly bound u Services Corporation (hereinafter referred as "SBP BSC") in the penal sum of the a for the payment of which sum well and truly to be made to SBP BSC, we bind executors, administrators and successors, jointly and severally, firmly by these particle CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Service Provides BSC's above said Letter of Acceptance for (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the (Name of Proceedings of the	e request of the said nto the SBP Banking mount stated above, ourselves, our heirs, resents. ler has accepted SBP (Name of
NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill covenants, terms and conditions of the said Documents during the origina Documents and any extensions thereof that may be granted by SBP BSC, with or of Guarantor, which notice is, hereby, waived and shall also well and truly perfoundertakings, covenants terms and conditions of the Contract and of any and all said Documents that may hereafter be made, notice of which modifications to hereby waived, then, this obligation to be void; otherwise to remain in full for requirements of Conditions of Contract are fulfilled.	I terms of the said without notice to the rm and fulfill all the modifications of the the Guarantor being
Our total liability under this Guarantee is limited to the sum stated above and it liability attaching to us under this Guarantee that the claim for payment in writ by us within the validity period of this Guarantee, failing which we shall be dischaif any, under this Guarantee.	ing shall be received
We, (the Guarantor), waiving all objuunder the Contract, do hereby irrevocably and independently guarantee to pay delay upon the SBP BSC's first written demand without cavil or arguments and was BSC to prove or to show grounds or reasons for such demand any sum or sur	to SBP BSC without vithout requiring SBP

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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 & UN-INTERRUPTED MANAGEMENT SERVICES OF ONE (01) CARGO LIFT AT STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION ISLAMABAD

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

AUGUST 2024



Section V- Form for Financial Bid

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

		Date:	
То:			
SBP Banking Servi Head Office	, ces Corporation,		
Dear Sir:			
we, the undersigned, offe	r requisite services	ents, the receipt of which is hereby duly acknown in conformity with the said bidding document allowed and Schedule of Prices attached here	s as may
We undertake, in Tender Documents and ot		cepted, to deliver the services in accordance ditions of the contract.	with the
		the guarantee of a bank in a sum equivalent e of the Contract, in the form prescribed by th	
_	er IB.20 of the Instr	eriod of 180 (One Hundred Eighty Days) from uctions to Bidders, and it shall remain binding expiration of that period.	
•		nal contract is prepared and executed, this Bid, your notification of award, shall constitute a	_
We understand that you a	re not bound to acco	ept the Most Advantageous or any bid you may	receive.
Dated this	day of	2022.	
 [Seal & signature] [ii	n the capacity of]		



Duly authorized to sign Bid for and on behalf of _

Form II – Price Schedule The Financial Bid

Name of Bidder
Reference Number: Fngg/Q&M-Lift-24/112459/2024

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

Sr. No.	Description	Fee per Month inclusive of all applicable taxes etc. (Rs.)	Annual Amount (Rs.)
1	Technical & Maintenance Services for Lifts (Operator services) Fee		
2	Technical Support Services Fee		
	Total F	ee 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:

	Service Category	Rate of Withholding Tax %		
S.No.		Company	Other than Company	Registered with PEC
1	Building Maintenance Services , Services for Lifts, Escalators, Generators, HVAC , Split AC	4	4	3

- 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.

1.	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: