



## **BIDDING DOCUMENTS FOR SERVICES**

### ***Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium***

**(National Open Competitive Bidding under Single Stage One Envelope Procedure of  
Public Procurement Rules-2004)**

**Dec 2025**

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## Section I: Invitation to Bid



### SBP BANKING SERVICES CORPORATION

#### Invitation to Bid (ITB)

***ITB No. GSD (Proc. III) / 352950 / Refurbishing of Chairs/ 2025***

SBP Banking Services Corporation invites electronic bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for the Refurbishing of Chairs at SBP Auditorium.

The Bidding Documents containing a detailed description of the assignment and other Terms & Conditions etc. are available on E-PADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).

The electronic bids, prepared in accordance with the instructions provided in the bidding Documents, must be submitted by using E-PADS on or before **Tuesday, Dec 23, 2025 at 11:00 AM**, which shall be opened on the same day at **11:30 AM** in the presence of representatives of firms who may choose to be present. Manual bids shall not be accepted.

Bid Security of **Rs 125,000** will be required to be submitted along with the Technical Proposal in the shape of Pay Order / Demand Draft / Deposit at Call or Bank Guarantee in favor of SBP-Banking Service Corporation. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date. Scanned copy of Bid Security is to be submitted through E-PADS, Bid Security in Original is to be dispatched to the following address, and the same must reach before bid submission deadline. Non-receipt of original bid Security before the bid submission deadline will lead to rejection of bid.

**Senior Joint Director**

Procurement Division-III General Services Department  
4th Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi

Tel: (021) 3311-5480/5462

Email: [gsd.proc-iii@sbp.org.pk](mailto:gsd.proc-iii@sbp.org.pk)

## Section II: Instructions to Bidder

### A. General

<b>1. Scope of Bid</b>	<p>1.1. SBP Banking Services Corporation, having its principal place of business at I.I. Chundrigar Road, Karachi, hereinafter called the "Bank", invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) "Single stage one envelope procedure" of Public Procurement Rules-2004 (PPR-2004) for "<b><u>Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium</u></b>" as detailed in the Bidding Documents.</p> <p>1.2. The procurement title and identification number of the Invitation to Bid (ITB) and resulting Contract are provided in the <b>Bid Data Sheet (BDS)</b>.</p>
<b>2. Eligible Bidders</b>	<p>2.1. Except as provided in Instructions to Bidders (ITB) Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in <b>Bid Data Sheet (BDS)</b>.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible as a result of corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid(s). 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.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents and must be registered with E-PADS as per the requirement given in <b>BDS</b>.</p>
<b>3. Qualification of the Bidder</b>	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in <b>Bid Data Sheet (BDS)</b>.</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the <b>BDS</b>.</p> <p>3.3. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria as specified in the <b>BDS</b>.</p>
<b>4. One Bid per Bidder</b>	<p>4.1. Each Bidder shall submit only one Bid.</p>
<b>5. Cost of Bidding</b>	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank in no case will be held responsible or liable for those costs.</p>

### B. Bidding Documents

<b>6. Content of the Bidding Documents</b>	
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	<p>6.1. The content of the Bidding Documents is listed below and subscribes to <b>Rule 23 of PPR 2004</b>. These should be read in conjunction with any addenda issued in accordance with <b>ITB Clause 8</b>:</p> <ul style="list-style-type: none"> <li>i. Invitation to Bid.</li> <li>ii. Instructions to Bidders (ITB)</li> <li>iii. Bid Data Sheet (BDS)</li> <li>iv. Form of Bids</li> <li>v. Evaluation Criteria</li> <li>vi. Form of Contract</li> <li>vii. General Conditions of Contract (GCC)</li> <li>viii. Special Conditions of Contract (SCC)</li> <li>ix. Format of Securities</li> <li>x. Description of Services, Performance Specifications &amp; TORs</li> <li>xi. Appendices</li> </ul> <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>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.</p>
<p><b>7. Clarification of Bidding Documents and Pre-bid Meeting</b></p>	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC through E-PADS . The SBP BSC will respond in writing to any request for clarification of the Bidding Documents that it receives no later than <b>seven (07) days</b> 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 uploaded on E-PADS within three days prior to closing date of Bids.</p> <p>7.2. The Bank will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the <b>BDS</b>. The purpose of the meeting will be to provide clarity on scope of services and to answer questions that may be raised at this stage, with particular attention to issues related to the Technical Requirements.</p> <p>7.3. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted through E-PADS. 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 the Bank by issuing an Addendum under ITB Clause 8 through E-PADS.</p>
<p><b>8. Amendment of Bidding Documents</b></p>	<p>8.1. At any time prior to the deadline for submission of bid(s), the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information that becomes necessary for bidding under <b>Rule 23 (3) of PPR-2004</b>. Such amendments shall take precedence over the existing document.</p> <p>1.1. 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 through E-PADS.</p> <p>1.2. Provided that the bidder who had either already submitted their bid through E-PADS prior to the issuance of any such addendum shall have the right to withdraw its already submitted bid and to submit</p>

	<p>the revised bid prior to the original or extended bid submission deadline.</p> <p>8.2. 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.</p> <p>8.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of <b>Rule 27 of PPR 2004</b>.</p>
<b>C. Preparation of Bids</b>	
<b>9. Language of Bid</b>	9.1. The bid(s) prepared by the Bidder, as well as all correspondence and documents related to the bid(s) exchanged by the Bidder and the Bank shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
<b>10. Documents Comprising the Bid</b>	<p>10.1. The bid(s) submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) The Forms of Bid (in the format indicated in Section III i.e. Forms for Technical Proposal &amp; V Forms for Financial Proposal);</li> <li>b) Bid Security;</li> <li>c) Price Schedule;</li> <li>d) Qualification Information Form and Documents;</li> <li>e) Any other materials / services required to be completed and submitted by bidders, as specified in the <b>BDS</b>.</li> </ul>
<b>11. Bid Prices</b>	<p>11.1. The Contract(s) shall be executed for the Services, as described in the <b>Appendix A</b> of the contract.</p> <p>11.2. The Bidder shall fill in rates / prices for all items of the Services described in the scope of services (or Terms of Reference), 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 Bank when executed and shall be deemed covered by other rates and prices in the Activity Schedule.</p> <p>11.3. All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price/rates submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price/rates.</p> <p>11.4. If provided for in the <b>BDS</b>, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of <b>Clause 6.5</b> of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the bid(s) all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p>
<b>12. Currencies of Bid and Payment</b>	12.1. Price quoted by the Bidder and the payments to be made by the Bank will be in Pak Rupees.
<b>13. Bid Validity</b>	<p>13.1. Bids shall remain valid for the period specified in the <b>BDS</b>.</p> <p>13.2. In exceptional circumstances, the Bank may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the Bid Security. A</p>

	<p>bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with <b>ITB Clause 14</b> in all respects.</p>
<b>14. Bid Security</b>	<p>14.1. The bid security shall be denominated in the currency of the bid price/rate:</p> <ul style="list-style-type: none"> <li>a) 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;</li> <li>b) shall be in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank prior to bid submission;</li> <li>c) be payable promptly upon written demand by the Bank;</li> <li>d) be submitted in its original form to the Bank on or before bid submission deadline; and scanned copy of bid security instrument shall be submitted through E-PADS;</li> <li>e) remain valid for a period of 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 pursuant to <b>ITB Clause 13.2</b>.</li> <li>f) bids submitted with insufficient bid security will be rejected.</li> <li>g) bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the authority letter for receiving the instrument.</li> <li>h) the Most Advantageous Bidder's bid security will be released/ returned upon the submission of performance guarantee.</li> <li>i) the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of the Bank.</li> </ul> <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>ii. in the case of Most Advantageous Bidder, if the Bidder fails to sign the Contract under <b>ITB Clause 30</b> or fails to provide Performance Guarantee.</li> </ul>
<b>15. Format and Signing of Bid</b>	<p>15.1. The Bidder shall prepare the bid as specified in the <b>BDS</b>.</p> <p>15.2. The bid consisting of the documents listed in <b>ITB Clause 10.1</b>, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid(s). 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(s) shall initial all pages of the bid(s), except for the un-amended printed literature.</p> <p>15.3. In accordance with <b>ITB Clause-16</b>, Bids shall be submitted electronically through E-PADS.</p> <p>15.4. The bid(s) 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.</p>

<b>D. Submission of Bids</b>	
<b>16. Bids Submission Procedure</b>	16.1. The Bidder shall submit the bid through E-PADS and original bid security will be submitted at the address specified in <b>BDS</b> .
<b>17. Deadline for Submission of Bids</b>	<p>17.1. Bids must be submitted through E-PADS, no later than the bid submission deadline specified in the <b>BDS</b>. Bids submitted through hard form, telegraph, telex, fax or e-mail shall not be considered. In case of receipt of original bid security by the the Bank after the deadline for submission prescribed in the Bid Data Sheet, bid will be rejected.</p> <p>17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under <b>ITB Clause 8</b>, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<b>18. Late Bids</b>	18.1. Any Bid received (through E-PADS) by the Bank after the deadline prescribed in <b>ITB Clause 17</b> shall be rejected.
<b>19. Modification and Withdrawal of Bids</b>	<p>19.1. The Bidder may withdraw its bid after the bid's submission, provided that written notice of such modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under <b>ITB Clause 17</b>.</p> <p>19.2. No bid may 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 may result in forfeiture of bid security of such Bidder.</p>



<b>A. Bid Opening and Evaluation</b>	
<b>20. Bid Opening</b>	<p>20.1. Bank will open all bids, through E-PADS 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 <b>BDS</b>.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<b>21. Confidentiality</b>	<p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.2. 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 the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or service provider, the Bank may reject its bid and/or terminate the contract.</p>
<b>22. Clarification of Bids</b>	<p>22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid as per <b>Rule 31 of PPR-2004</b>. The request for clarification and the response shall be made through E-PADS, and no change in the price or substance of the bid shall be sought, offered, or permitted.</p>
<b>23. Preliminary Examination</b>	<p>23.1. The Bank will examine the bids to determine whether;</p> <ol style="list-style-type: none"> <li>they are complete,</li> <li>bid validity is provided accordingly,</li> <li>required bid security has been furnished,</li> <li>the documents have been properly signed,</li> <li>the bids are generally in order;</li> <li>Bidder has provided all forms of Technical Bid under <b>Section III</b> and relevant documents under <b>Section IV</b></li> </ol> <p>23.2. Bidders have to submit bids for <b>COMPLETE REQUIREMENTS</b>, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p>
<b>24. Correction of Errors</b>	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ol style="list-style-type: none"> <li>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;</li> <li>if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.</li> </ol> <p>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</p>

<b>A. Bid Opening and Evaluation</b>	
	Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
<b>25. Evaluation and Comparison of Bids</b>	<p>25.1. The technical bids of the only qualified bidders after preliminary examination under <b>ITB Clause 23</b>, shall be examined in detail.</p> <p>25.2. The Bank will evaluate and compare only the bids determined to be substantially responsive and qualified pursuant to <b>Sub-Clauses 23.2 of ITB to 23.5 of ITB</b> 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, the Bank 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:</p> <ul style="list-style-type: none"> <li>i. Making any correction for arithmetic errors pursuant to <b>Sub-Clause 24.2 of ITB</b> hereof.</li> <li>ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening.</li> </ul> <p>25.3. The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p> <p>25.4. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be The Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p>
<b>26. Contacting the Bank</b>	<p>26.1. Subject to <b>Clause 22 of ITB</b> heretofore, no Bidder shall contact the Bank on any matter related to its Bid from the time of Bid opening to the time the bid evaluation results are announced by the Bank. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> <li>i. Technical Evaluation Report/Results would be announced through E-PADS portal.</li> <li>ii. Financial/Final Evaluation Report would be announced through E-PADS portal.</li> </ul> <p>26.2. Any Bidder feeling aggrieved by any act of the Bank may lodge a written complaint through E-PADS concerning his grievances</p>
<b>E. Award of Contract</b>	
<b>27. Award Criteria</b>	27.1. The contract will be awarded to the Most Advantageous Bidder whose bid has been found technically & commercially compliant, who has offered the lowest evaluated cost, and emerged as the most advantageous Bidder. Provided further that the Bidder is determined to perform the contract satisfactorily.
<b>28. Bank's Right to Reject all the Bids</b>	28.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before award of Contract under <b>Rule 33 of PPR-2004</b> , without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such rejection. The grounds for rejection of all

	<p>bids shall upon request be communicated, to any bidder who submitted a bid, but the Bank 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 through EPADS.</p>
<b>29. Bank's Right to Vary Scope of Services at Time of Award</b>	<p>29.1. Bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of <b>PPR-2004</b>.</p>
<b>30. Notification of Award and Signing of Agreement</b>	<p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing/through EPADS, to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2. The notification of award will constitute the formation of the Contract.</p> <p>30.3. Upon the most advantageous Bidder's furnishing of the performance guarantee pursuant to <b>ITB Clause 32.1</b>, the Bank will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to <b>ITB Clause 14</b></p> <p>30.4. Most Advantageous Bidder shall sign Contract on stamp paper after paying stamp duty as per applicable stamp duty act and will return to the Client within 15 days.</p>
<b>31. Disqualification Prior to Contract Signing</b>	<p>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 <b>Rule 18 and Rule 19 of PPR-2004</b> 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.</p>
<b>32. Performance Guarantee</b>	<p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the <b>BDS</b>.</p> <p>32.2. Failure of the Most Advantageous Bidder to comply with the requirements of <b>ITB Clause 32.1</b> shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security, and award of Contract to the next Most Advantageous Bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> <li>i. fails to fulfill all the contractual and legal obligations;</li> <li>ii. fails to agree with the decision made by the Bank as a result of arbitration; or</li> <li>iii. violates any law(s) during execution of Contract.</li> <li>iv. fails to start the execution of services or stop providing services without prior approval of the Bank.</li> </ol>
<b>33. Advance Payment and Security</b>	<p>33.1. Bank will not provide any Advance Payment.</p>
<b>34. Grievances Redressal</b>	<p>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 <b>Rule 48 of PPR-</b></p>

	<p><b>2004</b>, through E-PADS. The details of GRC is given on the PPRA website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a>.</p>							
<b>35. Code of Conduct</b>	<p>35.1. It is the Bank'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 Bank follows, inter alia, the instructions contained in <b>Rule 2(1)(f) of the PPR-2004</b> which defines:</p> <p><i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i></p> <ol style="list-style-type: none"> <li><i><b>"coercive practices"</b> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i></li> <li><i><b>"collusive practices"</b> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i></li> <li><i><b>"corrupt practices"</b> 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;</i></li> <li><i><b>"fraudulent practices"</b> 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</i></li> <li><i><b>"obstructive practices"</b> 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;"</i></li> </ol> <p>35.2. Under <b>Rule 19 of PPR-2004</b>, the Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA).</p> <p>35.3. Under <b>Rule 19 of PPR-2004</b>, 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 Bank management:</p> <table border="1"> <thead> <tr> <th>Nature of Offense/ Fault</th><th>Means of Verification</th><th>Action By the Committee</th></tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td><td> <ul style="list-style-type: none"> <li>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> </ul> </td><td>Blacklisted and cross-debarred for the period up to 10 years.</td></tr> </tbody> </table>		Nature of Offense/ Fault	Means of Verification	Action By the Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> </ul>	Blacklisted and cross-debarred for the period up to 10 years.
Nature of Offense/ Fault	Means of Verification	Action By the Committee						
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation</li> </ul>	Blacklisted and cross-debarred for the period up to 10 years.						

		<ul style="list-style-type: none"> <li>• Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>	
	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
	Bidder failed to abide the Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.
	<p>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.</p> <p>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 Bank, and the Bidder shall be solely responsible for seeing that a proper receipt is provided.</p> <p>35.5. Under <b>Rule 7 of PPR 2004</b>, Bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at <b>Section VI (Appendix J)</b> for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank.</p> <p>35.6. Bank's policy requires that selected Bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Bank'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 Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder and termination of Contract arising out of this procurement.</p> <p>35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ol style="list-style-type: none"> <li>A Bidder that has been engaged by the Bank 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.</li> <li>A Bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature,</li> </ol>		

	<p>may conflict with another assignment of the Bidder to be executed for the same or another client.</p> <p>iii. A Bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of</p> <ol style="list-style-type: none"> <li>the preparation of the specifications of the goods,</li> <li>the selection process for such assignment, or</li> <li>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 Bank.</li> </ol> <p>35.8. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank 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 Bank by the Bidder as part of the bid.</p>
<b>36. Overriding Effect of PPR-2004</b>	36.1. Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.
<b>37. Beneficial Ownership Information</b>	<p>37.1. For Services worth <b>Rs.50 Million or above</b>, 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, Bank shall:</p> <ol style="list-style-type: none"> <li>Blacklist the said company in accordance with <b>Rule 19(1)(a) of Public Procurement Rules, 2004</b>,</li> <li>Reject the bid of the said company.</li> </ol>

## G. Bid Data Sheet

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

ITB Clause	Description		
1.2	<ul style="list-style-type: none"><li><b>Procurement Title:</b> <i>Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium</i></li><li><b>Reference Number:</b> <i>ITB No. GSD (Proc. III) / 352950 / Refurbishing of Chairs/ 2025</i></li><li><b>Procurement Method:</b> <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i><b>Procurement Procedure:</b> <i>"Single Stage One Envelope Procedure" as per Rule-36(a) of PPR-2004</i></li></ul>		
2.1 & 3	<ul style="list-style-type: none"><li>The bidders must be registered with E-Procurement on “e-Pak Acquisition and Disposal system (e-PADS)”. In case of any technical difficulty in using E-PADS, prospective bidders may contact PPRA team on EPADS UAN: 051-111-137-237.</li><li>The mandatory eligibility/qualification criteria is as follows:</li></ul>		
	Mandatory Requirement		
	Sr. #	Evaluation Parameter	Means of Verification
	1	Bidder must be registered with relevant tax authorities and must appear on active taxpayer list of FBR.	Attach copy of valid NTN certificate, Screenshot of website showing status as “ <b>Active</b> ” on Active Taxpayer List of FBR.
	2	Bidder must have experience of at least 03 (three) assignments of Repairing and Re-cushioning of chairs/sofas during last 05 (five) financial years, each assignment having contract amount of Rs 0.3M or more.	Attach copy of Purchase Orders/Delivery Orders / Contracts /Project Completion Certificate or any other sufficient documentary proof.  Note: Please also provide a list as per format given at <b>Form IX of Section-III</b> .
	3	Bidder must have local presence/office in Karachi.	Please attach copy of utility bills or any other sufficient documentary evidence.
	4	Bidder must have Annual Sales volume/Gross Turnover of at least PKR 0.5 M in any year during last 05 (five) financial years.	Copy of Audited Financial Statement/details of Tax Return or any other suitable documentary evidence.
	5	The bidding company/firm has neither been Blacklisted / debarred under Rule 19 of PPR-2004 nor sanctioned by National Counter Terrorism Authority (NACTA). Never breached performance with SBP or any Organization(s).	Provide affidavit as per format provided in <b>Form V of Section-III</b> .
7.2	Pre-Bid meeting is not required		

11.4	<ul style="list-style-type: none"> <li>The Contract is <b>NOT</b> subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price, would be equally accounted for by both the parties of the contract. i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly.</li> </ul>
13.1	The period of Bid validity shall be <b>180 (One Hundred Eighty Days)</b> after the opening of the Bids.
14.1	<ul style="list-style-type: none"> <li>Bid Security of Amount as stated in Published Tender Notice in favor of SBP Banking Services Corporation shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of SBP-BSC. In case of Bank Guarantee, it should be valid for a period of 28 days beyond the Bid Validity date.</li> <li>A scanned copy of bid security instrument shall be submitted through E-PADS. However, Bid Security in original is required to be submitted through sealed envelope, which must reach on the given below address on or before the deadline for submission of bids: <p style="text-align: center;"> <b>Senior Joint Director</b>  Procurement Division-III   General Services Department  4<sup>th</sup> Floor, BSC House, State Bank of Pakistan  I.I Chundrigar Road, Karachi  Tel: 021-3311-5480/5462  Email: <a href="mailto:gsd.proc-iii@sbp.org.pk">gsd.proc-iii@sbp.org.pk</a> </p> </li> </ul> <p>Failure to submit bid security along with the bid through E-PADS portal and receipt of original Bid Security instrument by SBP BSC after the bid submission deadline shall cause rejection of bid.</p> <ul style="list-style-type: none"> <li>Bid security submitted by the Most Advantageous Bidder will be retained as performance guarantee till completion of the contract.</li> </ul>
3.1 & 15.1	<ul style="list-style-type: none"> <li>Separate technical and financial Bids are required to be submitted through E-PADS as per “Single Stage One Envelope Procedure”.</li> </ul> <p><b><u>Following should be the contents of the Technical Proposal Envelope:</u></b></p> <ul style="list-style-type: none"> <li>Form I of Section III – Authorization Form for Bidder’s Representative</li> <li>Form II of Section III – Technical Bid Submission Form</li> <li>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</li> <li>Form IV of Section III – Technical Compliance Form</li> <li>Form V of Section III – Undertaking</li> <li>Form VI – Declaration of Beneficial Owners’ Information</li> <li>Form VIII – Supplier Creation Form</li> </ul>



	<ul style="list-style-type: none"> <li>All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV</li> <li></li> <li><b><u>Following should be the contents of the Financial Proposal Envelope:</u></b></li> <li>Form-I of Section V – Financial Bid Submission Form</li> <li>Form-II of Section V – Price Schedule</li> </ul> <p><b><u>Important</u></b> Note:</p> <ul style="list-style-type: none"> <li>The above-mentioned forms are pre-requisite; non-availability of the above-mentioned documents will result in the rejection of a bid.</li> <li>All participating bidders are required to submit a <b>scanned copy of the submitted Original Bid Only</b> after the opening of the Bid at <a href="mailto:gsd.proc-iii@sbp.org.pk">gsd.proc-iii@sbp.org.pk</a>.</li> </ul>
<b>16 &amp; 17.1</b>	<ul style="list-style-type: none"> <li>SBP BSC's address for Original Bid security submission is</li> </ul> <p style="text-align: center;"><b>Senior Joint Director</b> Procurement Division-III</p> <p style="text-align: center;">General Services Department 4<sup>th</sup> Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi Tel: 021-3311-5480/5462 Email: <a href="mailto:gsd.proc-iii@sbp.org.pk">gsd.proc-iii@sbp.org.pk</a></p> <p>The bidders will submit their bids electronically through EPADS only and deadline for submission of bids shall be <b>December 23, 2025 at 11:00 AM (PST)</b>.</p>
<b>20.1</b>	<p>The opening shall take place at:</p> <p style="text-align: center;">General Services Department 4<sup>th</sup> Floor, BSC House, State Bank of Pakistan I.I Chundrigar Road, Karachi</p> <p><b>Date &amp; Time of Bid Opening is December 23, 2025 at 11:30 AM.</b></p>
<b>29.1</b>	Fifteen percent (15%) increase or decrease of scope of services.
<b>32.1</b>	Bid security submitted by the Most Advantageous Bidder shall be retained as performance guarantee till completion of the contract
<b>34</b>	<ul style="list-style-type: none"> <li>The address of Grievance Committee is;</li> </ul> <p style="text-align: center;"><b>Chairman Grievances Committee,</b> Office of the Director Human Resource Management Department, 1<sup>st</sup> Floor, BSC House State Bank of Pakistan Main Building Complex, I.I. Chundrigar Road, Karachi</p>

### Section III: Forms for Technical Proposal

1. Form I – Authorization Form for Bidder’s Representative
2. Form II – Technical Bid Submission Form
3. Form III – Bank Guarantee Form for Bid Security
4. Form IV – Technical Compliance Form
5. Form V – Affidavit for Bidder’s Blacklisting Status
6. Form VI – Declaration of Beneficial Owners’ Information
7. Form VII – Supplier Creation Form
8. Form VIII – List of similar Assignments during last three years

**Note:** All pages of the original Technical and Financial Proposals shall be initialed by the same authorized representative of the bidders who signs the Proposal.

**TECH Form I: Authorization Form for Bidder's Representative)**

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**IFB No:** ITB No. GSD (Proc. III) / 352950 / Refurbishing of Chairs/ 2025  
**Title:** Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium

We, **M/s <Firm Title>**, incorporated under <mention the relevant Act/ordinance/ regulation> having its registered office at **<complete business address>** do hereby nominate **Mr. <Complete Name>**, **<Designation>**, CNIC# **<xxxxxx-xxxxxxx-x>** as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

Official Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**TECH Form II: Technical Proposal Bid Submission Form**

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**To:**

The Director  
General Services Department  
SBP Banking Services Corporation-  
4th Floor, BSC House,  
I.I Chundrigar Road,  
Karachi.

**Dear Sir,**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid. We are submitting our proposal for Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in **Appendix A** and other terms and conditions of the Contract.

If our Bid is accepted, the bid security shall be retained as performance guarantee for the due performance of the Contract.

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

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

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

**Signed:** [insert signature(s) of an authorized representative(s) of the Bidder]

**Name:** [insert full name of the person signing the Bidder]

**In the capacity of** [insert capacity of the person signing the Bidder]

**Duly authorized to sign the Bid for and on behalf of:** [insert full name of the Bidder]

**Address:** [insert street number/town or city/country address]

**Dated:** [insert date the document is signed i.e. day number] day of [insert month], [insert year]

## TECH Form III-(Bank Guarantee Form for Bid Security)

*[insert: Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert: Name and Address of Bank]*

**Date:** *[insert: date]*

**BID GUARANTEE No.:** *[insert: Bid Guarantee Number]*

Whereas, M/s ----- (hereinafter called "the Service Provider") has submitted its Bid dated -----  
---- for **Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium** (hereinafter called "the Bid").

KNOW ALL MEN BY THESE PRESENTS that in pursuance of the terms of the Bid. We the Guarantor ***[name of Financial Institution]*** having our registered office at ***[address of Financial Institution]*** (hereinafter called "the Commercial Bank"), are bound unto *SBP Banking Services Corporation* (hereinafter called "the Bank") in the sum stated [Bid Security Amount], for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Commercial Bank this \_\_\_\_ day of \_\_\_\_\_ 2025.

THE CONDITIONS of this obligation are:

1. If the Bidder

- a) has withdrawn or modified Bid during the period of Bid Validity specified in the Form of Bid;
- b) Disagreement to an arithmetical correction made to the Bid price; or
- c) having been notified of the acceptance of our Bid by the Bank during the period of Bid Validity, (i) failure to sign the contract if required by Bank to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

2. We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank states the amount claimed by it is due to it, owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Commercial Bank not later than the above date.

Name: ..... in the capacity of .....

Signed: \_\_\_\_\_ [Signature of the Commercial Bank] \_\_\_\_\_

Dated on ..... day of ..... 2025

---

**TECH Form IV-Technical Compliance Form**

(ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in <b>Appendix A “Description of the Services.”</b>	
2	All the stated Terms and Conditions of the Contract.	
3	The Bid is unconditional.	

**Seal and Signature of Bidder:**\_\_\_\_\_**General Note**

- *The Financial Proposal of only eligible/qualified bidders will be opened and the bid found to be the Most Advantageous i.e. having fulfilled the eligibility/qualification criteria and lowest evaluated rates shall be accepted and will be awarded the Contract.*

(Over Stamp Paper)

**Affidavit for Bidder's Blacklisting Status**

**Dear Sir,**

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security or Performance Guarantee, as the case may be, and termination of Contract.

Seal & Signature of Bidder:

Date:

## Form VI-Declaration of Beneficial Owners' Information

(ON SERVICE PROVIDER'S LETTERHEAD)

### Under Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022 of Public Procurement Regulatory Authority

Name	
Father's Name/Spouse's Name	
CNIC/NICOP/Passport no.	
Nationality	
Residential address	
Email address	
The date on which shareholding, control, or interest was acquired in the business.	

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, the following additional particulars are 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

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

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

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

**Name of the Bidder:** [insert complete name of the participating Entity]

**Name of Authorized Person:** \_\_\_\_\_



— **Title of the person signing the Response:** \_\_\_\_\_

**Signature of the person named above:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**List of similar Assignments during last five years**

[illegible]

We hereby certify that the information provided in this form is correct.

Signature: \_\_\_\_\_

Date:\_\_\_\_\_

In the capacity of: *[insert title or other appropriate designation]*

#### Section IV: Minimum Eligibility/Qualification Criteria

The mandatory eligibility/qualification criteria is as follows:

Mandatory Requirement		
Sr. #	Evaluation Parameter	Means of Verification
1	Bidder must be registered with relevant tax authorities and must appear on active taxpayer list of FBR.	Attach copy of valid NTN certificate, Screenshot of website showing status as “ <b>Active</b> ” on Active Taxpayer List of FBR.
2	Bidder must have experience of at least 03 (three) assignments of Repairing and Re-cushioning of chairs/sofas during last 05 (five) financial years each assignment having contract amount of Rs 0.3M or more.	Attach copy of Purchase Orders/Delivery Orders / Contracts /Project Completion Certificate or any other sufficient documentary proof.  Note: Please also provide a list as per format given at <b>Form VIII of Section-III</b> .
3	Bidder must have local presence/office in Karachi.	Please attach copy of utility bills or any other sufficient documentary evidence.
4	Bidder must have Annual Sales volume/Gross Turnover of at least PKR 0.5 M in any year during last 05 (five) financial years.	Copy of Audited Financial Statement/details of Tax Return or any other suitable evidence
5	The bidding company/firm has neither been Blacklisted / debarred under Rule 19 of PPR-2004 nor sanctioned by National Counter Terrorism Authority (NACTA). Never breached performance with SBP or any Organization(s).	Provide affidavit as per format provided in <b>Form V of Section-III</b> .

**Seal and Signature of Bidder:** \_\_\_\_\_

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## **Section V: Forms for Financial Bid**

- 1. Form I – Financial Bid Submission Form**
- 2. Form II – Price Schedule**

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**Fin. Form I Financial Bid Submission Form**

Date: \_\_\_\_\_

(ON SERVICE PROVIDER'S LETTERHEAD)

**To:**

The Director  
General Services Department  
SBP Banking Services Corporation  
4th Floor, BSC House,  
I.I Chundrigar Road,  
Karachi

**Dear Sir:**

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

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** and other terms and conditions of the Contract.

If our Bid is accepted for providing *Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium*, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the SBP Banking Services Corporation.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
[Seal & signature]      [in the capacity of]

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

<b>Fin. Form II: Price Schedule</b>
<b>(Forms Fin. 1 - Financial Proposal submission form AND Relevant Form Fin. 2 must be Submitted Separately in a Sealed Envelope)</b>

<u>Task</u>	<u>No. of Chairs</u>	<u>Per Unit Cost</u>	<u>Total Cost</u>
<u>Refurnishing of Auditorium Charis</u>	<u>325</u>		

**Note:** Interested vendors shall visit the site for estimations of required work and approved samples of cloths.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## Section VI: Form of Contract

(Payment of Stamp Duty as Per the Prevailing Rates in Sindh Will Be the Responsibility of the Most Advantageous Bidder)

### CONTRACT FOR SERVICES



#### *Procurement of Services of a firm for Refurbishing of Chairs at SBP Auditorium*

Between

*SBP Banking Services Corporation*

and

*Most Advantageous Bidder*

DD-MM-YYYY



## Form of Contract

THIS CONTRACT (hereinafter called the “Contract”) is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2025, by and between, SBP Banking Services Corporation, having its principal place of business at I.I Chundrigar Road, Karachi, (Hereinafter referred to as “The Client” which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf, of the First Part) having its office at 4<sup>th</sup> Floor, SBP BSC Head Office, I.I Chundrigarh Road, Karachi

AND

M/s [name of service provider] incorporated/registered under the applicable laws in Pakistan, having its principal office at \_\_\_\_\_. (hereinafter referred to as the “service provider” which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf of the other Part).

(THE CLIENT and THE SERVICE PROVIDER are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS,

- (a) the Client has requested the services provider to provide certain services as defined in **Appendix A** of in this Contract (hereinafter called the “Services”);
- (b) the service provider, having represented to the Client that it has the required experience and expertise, and agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW, THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of the Contract;
  - (c) Appendices:
    - i. Appendix A: *Description of the Services, Performance Specifications & Terms of Reference*
    - ii. Appendix B: *Services and Facilities Provided by the Client*
    - iii. Appendix C: *Focal Persons*
    - iv. Appendix D: *Breakdown of the Contract Price*
    - v. Appendix E: *Schedule of Payments*
    - vi. Appendix F: *Service Provider’s Bid*
    - vii. Appendix G: *Notification of Award*
    - viii. Appendix H: *Letter of Acceptance*
    - ix. Appendix I: *Performance Guarantee*
    - x. Appendix J: *Integrity Pact*
    - xi. Appendix K: *Non-Disclosure Agreement*
    - xii. Appendix L: *Beneficial Ownership Information*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C & Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the service provider shall be as set forth in the Contract, in particular:
  - (a) The service provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the service provider in accordance with the provisions of the Contract.

3. The Service provider shall provide the Services during the period commencing \_\_\_\_\_ and continuing through \_\_\_\_\_ or any other period as may be subsequently agreed by the parties in writing.

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.

<b>For and on behalf of the SBP Banking Services Corporation</b>	<b>For and on behalf of the Most Advantageous Bidder</b>
<i>[Authorized Representative]</i> (Name, Designation, Official Stamp and signature)	<i>[Authorized Representative]</i> (Name, Designation, Official Stamp and signature)
<b>Witness 1</b>	<b>Witness 1</b>
Name: _____  CNIC# _____  Signature: _____	Name: _____  CNIC# _____  Signature: _____
<b>Witness 2</b>	<b>Witness 2</b>
Name: _____  CNIC# _____  Signature: _____	Name: _____  CNIC# _____  Signature: _____

## General Conditions of Contract (GCC)

A. General Provisions	
<b>1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>(b) <b>“Contract”</b> means the legally binding written agreement signed between the Client and the service provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(c) <b>“Day”</b> means a calendar day unless indicated otherwise.</li> <li>(d) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</li> <li>(e) <b>“Experts”</b> means Staff of the Contractor.</li> <li>(f) <b>“GCC”</b> means General Conditions of Contract;</li> <li>(g) <b>“Government”</b> means the Government of Pakistan.</li> <li>(h) <b>“Authorized Representatives,”</b> means key Staff of the service provider mentioned in Appendix C who will officially coordinate with Client.</li> <li>(i) <b>“Local Currency”</b> means the currency of the Islamic Republic of Pakistan.</li> <li>(j) <b>“Party”</b> means the Client or the service provider, as the case may be, and “Parties” means both of them.</li> <li>(k) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</li> <li>(l) <b>“Services”</b> means the work to be performed by the service provider pursuant to this Contract, as described in <b>Appendix A</b> hereto.</li> </ul>
<b>2. Applicable Law</b>	2.1 The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>3. Language</b>	3.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>4. Communications</b>	<p>4.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 3. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>4.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<b>5. Authorized Representatives</b>	5.1 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 services provider may be taken or executed by the officials specified in the SCC
<b>6. Corrupt and Fraudulent Practices</b>	<p>6.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices In pursuance of this policy, the Client:</p> <ul style="list-style-type: none"> <li>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</li> </ul> <p><i>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a</i></p>

	<p><i>public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty or bid rigging;</i></p> <p>(b) will terminate the contract if it determines that the service provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;</p> <p>(c) will sanction a service provider, including declaring the service provider ineligible, either indefinitely or for a stated period of time, to be awarded a client agreement if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SBP BSC agreement; and</p> <p>(d) Under <b>Rule 19 of PPR-2004</b>, “The Client can inter alia blacklist consultants/ service provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>6.2 Under <b>Rule 19 of PPR-2004</b>, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:</p> <table><tr><th>Nature of Offense/ Fault</th><th>Means of Verification</th><th>Proposed Action under Rule 19</th></tr><tr><td><b>Corruption</b></td><td>Actual instance verifiable as per law of land and applicable rules and regulations of SBP</td><td>Permanent blacklisting.</td></tr><tr><td><b>Fraud</b></td><td>Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Service Provider/Consultant.</td><td>Blacklisting for 3-5 years (depending on severity of fraud)</td></tr><tr><td><b>Collusion</b></td><td>Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</td><td>Blacklisting for 3 years.</td></tr><tr><td><b>Performance Deficiencies</b></td><td>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.</td><td>Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.</td></tr></table>	Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19	<b>Corruption</b>	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.	<b>Fraud</b>	Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Service Provider/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)	<b>Collusion</b>	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.	<b>Performance Deficiencies</b>	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/ consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.
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<b>B. Commencement, Completion, Modification and Termination of Contract</b>																
<b>7. Effectiveness of Contract</b>	7.1. This Contract shall come into force and effect on the date (the “Effective Date”) as mentioned in the SCC.															
<b>8. Termination of Contract for Failure to Become Effective</b>	8.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> . The client shall consider termination of contract besides forfeiture of performance guarantee except the															

	conditions specified under GCC 15 including temporary/permanent debarment if considered necessary.
<b>9. Commencement of Services</b>	9.1. The service provider shall commence the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
<b>10.Expiration of Contract</b>	10.1. Unless terminated earlier pursuant to Clause GCC 15 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
<b>11.Entire Contract</b>	11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>12.Modifications or Variations</b>	12.1. Modification of the terms and conditions of this Contract, 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.
<b>13.Force Majeure</b>	<p>13.1. <b><u>Definition</u></b></p> <p>For this Contract, “Force Majeure” means an unforeseeable 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 to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of such event leading to Force Majeure, immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists, the affected Party may terminate this Contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p>13.2. <b><u>No Breach of Contract</u></b></p> <p>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;</p> <ul style="list-style-type: none"> <li>a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>b. has informed the other Party as soon as possible about the occurrence of such an event.</li> </ul> <p>13.3. <b><u>Extension of Time</u></b></p> <p>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.</p>
<b>14.Suspension</b>	<p>14.1. The Client may, by written notice of suspension to the service provider, suspend all the payments to the service provider hereunder if the service provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> <li>i. shall specify the nature of the failure, and</li> <li>ii. shall request the service provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the service provider of such notice of suspension.</li> </ul>
<b>15.Termination</b>	15.1. This Contract may be terminated by either Party as per provisions set up below:

	<div><div><b>(a) By the Client</b></div><div><div>15.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the service provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</div><div><div>a. If the service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 16;</div><div>b. If the service provider becomes (or, if the service provider or any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</div><div>c. If the service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 33;</div><div>d. If as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</div><div>e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</div><div>f. If the service provider fails to confirm availability of Key Personnel as required in Clause GCC 22.</div></div></div><div><div>15.1.2. Furthermore, if the Client determines that the service provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen-(14) calendar days written notice to the service provider, terminate the service provider's employment under the Contract.</div></div></div>
	<div><div><b>(b) By the service provider</b></div><div><div>15.1.3. The service provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</div><div><div>a. If the Client fails to pay any money due to the service provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 33 within forty-five (45) calendar days after receiving written notice from the service provider that such payment is overdue.</div><div>b. If, as the result of Force Majeure, the service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</div><div>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 33.</div><div>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days</div></div></div></div>

	(or such longer period as the service provider may have subsequently approved in writing) following the receipt by the Client of the service provider's notice specifying such breach.
	<b>(c) Cessation of Rights and Obligations</b>
	15.1.4. Upon termination of this Contract pursuant to Clauses GCC 08 or GCC 15 hereof, or upon expiration of this Contract pursuant to Clause GCC 10, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 18 the service provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24, and (iv) any right which a Party may have under the Applicable Law.
	<b>(d) Cessation of Services</b>
	15.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 15 (a) or GCC 15 (b), the service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
	<b>(e) Payment upon Termination</b>
	15.1.6. Upon termination of this Contract, the Client shall make the following payments to the service provider: <ul style="list-style-type: none"> <li>a. payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 15.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</li> </ul>
<b>C. Obligations of the Service Provider</b>	
<b>16. General</b>	<b>(a) Standard of Performance</b>
	16.1. The service provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The service provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
	16.2. The service provider shall employ and provide such qualified and experienced Experts/Personnel as are required to carry out the Services.
	<b>(b) Law Applicable to Services</b>
	16.3. The service provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts/personnel, comply with the Applicable Law.

<b>17. Conflict of Interests</b>	17.1. The service provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
	<b>(a) Prohibition of Conflicting Activities</b>
	17.1.1. The service provider shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
	<b>(b) Strict Duty to Disclose Conflicting Activities</b>
	17.1.2. The service provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the service provider or the termination of its Contract.
<b>18. Confidentiality</b>	<p>18.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the bidder or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>18.2. 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 the Bank's prior written consent.</p> <p>18.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</p>
<b>19. Liability of the service provider</b>	19.1. Subject to additional provisions, if any, set forth in the SCC, the service provider liability under this Contract shall be provided by the Applicable Law.
<b>20. Independent Service Provider Status</b>	<p>20.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>20.2. 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.</p> <p>20.3. 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 engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client.</p>
<b>21. Proprietary Rights of the Client in Reports and Records</b>	21.1. The service provider will not share any details or information with anyone except after prior permission of the Client.



<b>D. Service Provider's personnel</b>	
<b>22. Description of Key Personnel</b>	22.1. Key personnel Means, the Staff of the service provider who will officially coordinate with Client as enlisted at <b>Appendix C.</b>
<b>23. Replacement of Key personnel</b>	23.1. Any replacement in key personnel at clause 22 will be communicated in writing to the designated official of the Client, who will communicate the same to all concerned quarters.
<b>24. Removal of Experts or Sub-contractors</b>	24.1. Any removal in key personnel at clause 22 will be communicated in writing to designated official of the Client, however service provider has to maintain total count as per original number.
<b>E. Obligations of the Client</b>	
<b>25. Assistance and Exemptions</b>	25.1. No assistance regarding any type of exemption will be provided by the Client.
<b>26. Payment Obligation</b>	26.1. In consideration of the Services performed by the service provider under this Contract, the Client shall make such payments to the service provider for the services specified in Appendix A and in such manner as is provided by GCC F below.
<b>F. Payments to the Service Provider</b>	
<b>27. Contract Price</b>	27.1. The Contract rates are fixed and is set forth in the Appendix F.
<b>28. Taxes and Duties</b>	28.1. The service provider is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
<b>29. Currency of Payment</b>	29.1. Any payment under this Contract shall be made in the Pak Rupees.
<b>30. Terms of Payment</b>	<p>30.1. The Contract Price shall be paid as specified in the SCC.</p> <p>30.2. The Service Provider's request for payment shall be made to the Client in writing, accompanied by invoices describing, as appropriate, the Services performed, and by the documents submitted and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>30.3. Payments shall be made promptly by the Client, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Service Provider, and after the Client has accepted it.</p> <p>30.4. The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Bid price is expressed.</p> <p>30.5. If the Client fails to pay the Service Provider any payment by its due date or within the period outlined in the SCC, the Client shall pay the Service Provider interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<b>G. Fairness and Good Faith</b>	
<b>31. Good Faith</b>	31.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>H. Settlement of Disputes</b>	
<b>32. Amicable Settlement</b>	<p>32.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>32.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably</p>

	settled within fourteen (14) days following the response of that Party, Clause GCC 33 shall apply.
<b>33. Dispute Resolution</b>	<p>33.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably will be resolved through Mediation. Both the parties will engage a mediator to help them resolve the dispute by clarifying the issues, facilitating the negotiation of key points to reach an amicable settlement</p> <p>33.2. Any dispute between the Parties arising under or related to this Contract that cannot be settled through mediation may be referred to by either Party to the adjudication/arbitration in accordance with the Arbitration Act, 1940. The place of arbitration shall be Karachi and the courts of Karachi shall have exclusive jurisdiction.</p>
<b>34. Liquidated Damages</b>	34.1. The service provider shall pay liquidated damages to the Client at the rate stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>35. Performance Guarantee</b>	35.1. The service provider shall provide the Performance Guarantee to the Client not later than 21 days from the date of notification of award. <b>The amount of Performance Guarantee is 5%</b> of estimated contract price for entire period of the contract which should remain valid 28 days beyond expiry date of the contract.

## Special Conditions of Contract

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. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.(b)</b>	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
<b>3.1</b>	The language is <u>English or Urdu</u> .
<b>4.1 and 4.2</b>	<p><b>The addresses are:</b></p> <p><b>Clients:</b></p> <p style="text-align: center;"> <b>The Head-GSD</b>  General Services Department  4<sup>th</sup> Floor, BSC House,  SBP Banking Services Corporation  I.I. Chundrigar Road, Karachi  Tel: 021-3311-****  Email: ***** </p> <p><b>The Service Provider:</b></p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p>
<b>5.1</b>	<p><b>The Authorized Representatives are:</b></p> <ul style="list-style-type: none"> <li>• <b>For the Client:</b>  Name: _____  Designation: _____</li> <li>• <b>For the Service Provider: (Name &amp; Designation)</b>  Name: _____  Designation: _____</li> </ul>
<b>7.1</b>	The contract shall become effective from _____ .
<b>8.1</b>	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be fifteen (15) days.
<b>9.1</b>	<p><b>Commencement of Services:</b> _____</p> <p>The number of days shall be maximum of fifteen (15) from the effectiveness date.</p>

<b>10.1</b>	<b>Expiration of Contract:</b> The contract duration is one year from the effectiveness date.
<b>27.1</b>	Rates as contained in <b>Appendix – F.</b>
<b>30</b>	<p>Payment for Maintenance Services provided by the Service Provider against a specific requirement/order shall be made in Pak. Rupees, upon submission of invoice by the service provider subject to satisfactory performance endorsement by an authorized official(s) of the Bank.</p> <p>No advance payment will be given against any requirement/order.</p>
<b>34</b>	In case of any delay(s) in performance of the order form(s), the liquidated damages shall be 0.1% per day of the total amount of respective Order Form. The maximum amount of liquidated damages shall be 10% of the total amount of respective Order Form. Once maximum amount of liquidated damages is reached, the Client may consider termination of the respective Order Form or Contract.
<b>35</b>	Bid security submitted by the Most Advantageous Bidder shall be retained as performance guarantee till completion of the contract

## **APPENDICES:**

- i. Appendix A: *Description of the Services, Performance Specifications & Terms of Reference*
- ii. Appendix B: *Services and Facilities Provided by the Client*
- iii. Appendix C: Focal Persons
- iv. Appendix D: *Breakdown of the Contract Price*
- v. Appendix E: *Schedule of Payments*
- vi. Appendix F: *Service Provider's Bid*
- vii. Appendix G: *Notification of Award*
- viii. Appendix H: *Letter of Acceptance*
- ix. Appendix I: *Performance Guarantee*
- x. Appendix J: *Integrity Pact*
- xi. Appendix K: Non-Disclosure Agreement
- xii. Appendix L: Beneficial Ownership Information

**(Description of the Services, Performance Specification & Terms of Reference)**

**SCOPE OF SERVICES:**

1. Refurbishing of Chairs of SBP Auditorium at SBP I.I. Chundrigar Road Karachi as detailed below:

Description of Work	No. of Chairs
Repairing & re-cushioning of auditorium chairs using approved quality & color with imported quality cloth and replacement of all foam with high-quality foam (MoltyFoam or equivalent with 10 years Warranty) with same thickness and size without joint, including polishing, repair or provision of damaged or missing parts, welding and alignment of chairs etc, antirust treatment., complete in all respects as per site requirements and as directed by the client	235

**Note:** Interested vendors shall visit the site for estimations of required work and approved samples of cloths.

**Timelines:** The above work is to be completed within 30 days from the date of Notification of Award of Services (NoA).

**Payment Terms:** Full payment will be made upon completion of work and after confirmation of satisfactory services by the designated official of business department.

## Appendix B

**(Services and Facilities Provided by the Client)**

**(If any)**

**Appendix C: Focal Persons**

<b>Sr.#</b>	<b>Name</b>	<b>Designation</b>	<b>Contact Details (Tel/Mob# &amp; Email)</b>
1.			
2.			
3.			







**Appendix F**  
**Service Provider's Bid**

**Appendix G**  
**Notification of Award**

**Appendix H**  
**Letter of Acceptance**

## Appendix I

### Performance Guarantee

To:

**The Director,**

General Services Department,

SBP Banking Services Corporation

I.I. Chundrigar Road,

Karachi

WHEREAS *[name of Service provider]* (hereinafter called “the Service provider”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* to provide services *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as guarantee for compliance with the Service provider’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 2025

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

**Appendix J**  
**Integrity Pact**

**STATE BANK OF PAKISTAN BANKING SERVICES CORPORATION**

*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004 Declaration of Fees, Commissions and Brokerage etc.*

\_\_\_\_\_ **[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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Service provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

**[The Service provider]** certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

**[The Service provider]** accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [the Service provider] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Service provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

**Appendix K**  
**Non-Disclosure Agreement**

THIS AGREEMENT made on \_\_\_\_\_ between **State Bank of Pakistan (SBP)** having its registered office ----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

The M/s ----- a company having its registered office at \_\_\_\_\_, hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY**.

NOW THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

**1. Purpose of this Non-Disclosure Agreement**

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for SBP.

**Confidentiality and Acknowledgement**

"Confidential Information" means any information directly or indirectly concerning, or related to the:

- Information about the activities of the SBP.
- Information including but not limited to:
  - ◆ Policies
  - ◆ Procedures
  - ◆ Business Rules and Plans
  - ◆ Validation Checks, all project related information
  - ◆ Process followed etc.
- Any other information that recipient obtained from SBP deliberately or otherwise during the course of this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information (*including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithm, know-how, formulas, processes, ideas, whether patent or not and other technical, business, financial, customer and product development plans, forecast, strategies and information which to the extent previously, presently or subsequently disclosed to the Receiving party is hereinafter referred to as the **Confidential/Proprietary Information** of the Disclosing Party*) to the Receiving Party as per agreed scope of services. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the State Bank of Pakistan.

Further, the Receiving party agrees:



- (i) To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- (ii) Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.
- (iii) Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
- (iv) Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,
- (v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.

## 2. Term of agreement

This agreement shall commence as of the effective date of agreement and shall remain in full force and effect for 10 years from effective date.

## 3. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, State Bank of Pakistan, in addition to terminating the contract \_\_\_\_\_ (add title of contract) and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by State Bank of Pakistan in taking.

## 4. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of Pakistan.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

<p><b><u>State Bank of Pakistan (Disclosing Party)</u></b></p> <hr/> <p>Signature of nominated officer and Date</p> <hr/> <p>Name</p> <p><b><u>WITNESS:</u></b></p> <hr/> <p>CNIC No. _____</p>	<p><b><u>Agreed to and Accepted by M/s ----- (Receiving Party)</u></b></p> <hr/> <p>Signature of authorized representative and Date</p> <hr/> <p>Name</p> <p><b><u>WITNESS:</u></b></p> <hr/> <p>CNIC No. _____</p>
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**Appendix L**  
**Beneficial Ownership Information**

***\*\*\*\*\*End of Document\*\*\*\*\****