

# **BIDDING DOCUMENTS**

For

# Procurement of Car Rental Services for SBP BSC Lahore

for

## SBP Banking Services Corporation (Bank) Lahore

(National Open Competitive Bidding under Single Stage Two Envelope Procedure of PPR-2004)

**June 2025** 

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### SBP BANKING SERVICES CORPORATION

#### **Invitation to Bid (ITB)**

ITB No. GSU / 270400 /Car Rental Services / 2025

SBP Banking Services Corporation Lahore invites electronic bids from the eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR for *Procurement of Car Rental Services for SBP BSC Lahore*.

The Bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on E-PADS at **(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 <u>July 03, 2025 at 11:00 AM</u>, 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. 50,000/-** will be required to be submitted along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of SBP-Banking Services 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 and 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.

# Sd/-**Assistant Chief Manager**

General Services Unit, 5th Floor SBP Banking Services Corporation, 54-Shahrah-e-Quaid e Azam, Lahore Email Address: <u>LHR-GSU@sbp.org.pk</u> Tel: 042-99022291/2503/ 2282

**Note:** Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at <a href="https://www.eprocure.gov.pk">www.eprocure.gov.pk</a>

#### **Section II: Instructions to Bidders**

- A. Introduction
- **B.** Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract
- G. Bid Data Sheet

	A. Introduction			
1.	Scope of Bid	<ul> <li>1.1. SBP Banking Services Corporation situated at 56-Sharah-e-Quaid-Azam, Lahore, (hereinafter called as the "SBP BSC"), invites sealed bids from tax registered eligible Bidders pursuant to Rule-36(b) "Single stage two envelopes procedure" of PPR-2004 for "Procurement of Car Rental Services for SBP BSC Lahore" as detailed in the Bidding Documents.</li> <li>1.2. The title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</li> </ul>		
2.	Eligible Bidders	2.1. Except as provided in Instructions to Bidders <b>Clauses 2.3, 2.4 and 2.5,</b> this bidding process is open to all bidders who meet the minimum eligibility/ qualification criteria given in BDS.		
		2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.		
		2.3. Bidder already engaged by SBP BSC for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.		
		2.4. A Bidder declared ineligible for corrupt and fraudulent practices under <b>Rule 19 of Public Procurement Rules (PPR)-2004,</b> shall not be permitted to submit the bid. The Bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.		
		2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participation in the bid. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.		
		2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as SBP BSC shall reasonably request.		
		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 BDS		
3.	Qualification of the Bidder	3.1. All bidders shall provide, Form of Bid and Qualification Information and all the documents with their bids, as required in BDS.		
		3.2. All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet.		
		3.3. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.		
4.	One Bid per Bidder	4.1. Each Bidder shall submit only one Bid.		
5.	Cost of Bidding	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.		

# B. Bidding Documents 6. Content of Bidding Documents of the Bidding Documents subscribe to Rule 23 of Public Procurement Rules-2004 (PPR-2004). These should be read in conjunction with any addendum issued under ITB Clause 8:

- i. Invitation to Bid.
- ii. Instructions to Bidders (ITB)
- iii. Bid Data Sheet (BDS)
- iv. Form of Bid
- v. Forms of Technical Proposal
- vi. Bid Evaluation Criteria
- vii. Forms for Financial Proposal
- viii. Form of Contract
- ix. General Conditions of Contract (GCC)
- x. Special Conditions of Contract (SCC)
- xi. Description of Services
- xii. Format of Security Forms
- 6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.
- 6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all the requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.

# 7. Clarification of Bidding Documents and Pre-bid Meeting

- 7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach SBP BSC 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 seven (07) days before the deadline of submission of bids. Copies of the SBP BSC's response (including an explanation of the query but not identifying its source) will be uploaded on E-PADS within three days prior to closing date of Bids.
- 7.2. Under the provision of Rule 48 of PPR 2004, any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the Public Procurement Regulatory Authority website: www.ppra.org.pk and as provided in Bid Data Sheet (BDS).
- 7.3. As specified in the BDS, the SBP BSC will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted 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 SBP BSC by issuing an Addendum under ITB Clause 8 through E-PADS.

# 8. Amendment of Bidding Documents

- 8.1. At any time before the deadline for submission of bids, SBP BSC, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents to share any information, that becomes necessary for bidding or for bid evaluation, on equal opportunity basis under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.
- 8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated through E-PADS.

#### **B.** Bidding Documents

- 8.3. 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 the revised bid prior to the original or extended bid submission deadline.
- 8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
- 8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, SBP BSC may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.

C. Preparation of Bids			
9. Language of Bid	9.1. The bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and SBP BSC 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.		
10. Documents Comprising the Bid	<ul> <li>i. Forms for Technical Bid under Section III.</li> <li>ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV.</li> <li>iii. Forms for Financial Bid under Section V.</li> <li>iv. Bid Security</li> <li>v. Authorization in accordance with the Clause 15 of ITB.</li> <li>vi. Any other materials/ services required to be completed and</li> </ul>		
11. Bid Prices	submitted by bidders, as specified in the <b>Bid Data Sheet</b> .  11.1. The Contract shall be for the Services, as described in the <b>Appendix A</b> of the contract.		
	11.2. The Bidder shall quote rates and 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 SBP BSC when executed and shall be deemed covered by other rates and prices in the Activity Schedule.		
	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 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.		
	11.4. If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) and/or Special Conditions of Contract (SCC).		
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder in PKR and payment to be made by SBP BSC will also be in PKR.		
13. Bid Validity	.1. Bids shall remain valid for the period specified in the <b>BDS</b> .		
	2. In exceptional circumstances, SBP BSC may request the bidders to extend the bid validity period for an additional period. The request and the Bidders' responses shall be made in writing by letter or email. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with <b>ITB Clause 14</b> in all respects.		
14. Bid Security	14.1. The bid security shall be denominated in the currency of the bid:		
	<ul> <li>i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank;</li> <li>ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by SBP BSC before bid submission;</li> <li>iii. be payable promptly upon written demand by SBP BSC;</li> <li>iv. be submitted in its original form to SBP BSC on or before bid submission deadline; and scanned copy of bid security instrument shall be submitted through E-PADS;</li> <li>v. remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any</li> </ul>		

C. Preparation of Bids			
		extended period of bid validity subsequently requested pursuant to ITB Clause 13.2.  vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/returned after the conclusion of the procurement process, as soon as possible, upon receipt of the request to release the bid security.  viii. The Most Advantageous Bidder's bid security will be released/returned upon the submission of performance guarantee.  ix. the bid security shall be issued in the name of the bidder submitting the bid and prepared in favor of Bank.	
	14.2.	14.2 The bid security may be forfeited:	
		a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or b) in the case of a most advantageous Bidder, if the Bidder fails to sign the contract under <b>ITB Clause 30</b> or fails to provide Performance Guarantee.	
15. Format and	15.1.	The Bidder shall prepare the bid as specified in the BDS.	
Signing of Bid  15.2. The bid consisting of the documents listed in IT be typed or written in indelible ink and shall be or persons duly authorized to sign on behalf authorization must be in writing and included Clause 10.1. The name and position held by each authorization must be typed or printed below		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 under <b>ITB Clause 10.1</b> . The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.	
	15.3.	In accordance with <b>ITB Clause-16</b> , Bids shall be submitted electronically through E-PADS.	
	15.4.	The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.	

	D. Submission of Bids		
16. Bids Submission Procedure	16.1.	The Bidder shall submit the bid through E-PADS.	
Submissionsubmission deadline specified in the BDS. Bids submitof Bidshard form, telegraph, telex, fax or e-mail shall not be cocase of receipt of original bid security by the SBP BS		Bids must be submitted through E-PADS, no later than the bid submission deadline specified in the BDS. 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 SBP BSC after the deadline for submission prescribed in the Bid Data Sheet, bid will be rejected.	
	17.2.	SBP BSC 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 SBP BSC and the bidders previously subject to the original deadline will then be subject to the new deadline.	
18. Late Bids	18.1.	Any Bid received (through E-PADS) by SBP BSC after the deadline prescribed in ITB Clause 17 shall be rejected.	
19. Modification and Withdrawal of Bids	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 SBP BSC before the deadline prescribed for submission of bids under <b>ITB Clause 17.</b>	
	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.	

		E. Bid Opening and Evaluation
20. Bid Opening	20.1.	SBP BSC 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 BDS.
	20.2.	For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.
21. Confidentiality	21.1.	Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by SBP BSC to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
	21.2.	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 SBP BSC's prior written consent.
	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, SBP BSC may reject its bid and/or terminate the contract.
22. Clarification of Bids	22.1.	During the bid evaluation, SBP BSC 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.
23. Preliminary Examination	23.1.	SBP BSC will examine the bids to determine whether;  i. they are complete,
		<ul> <li>ii. bid validity is provided accordingly,</li> <li>iii. required bid security has been furnished,</li> <li>iv. the documents have been properly signed,</li> <li>v. the bids are generally in order;</li> <li>vi. Bidder has provided all forms of Technical Bid under</li> <li>Section III and relevant documents under Section IV</li> </ul>
	23.2.	Bidders have to submit bids for <b>COMPLETE REQUIREMENTS</b> , partial and incomplete bids will be rejected.
	23.3.	Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.
	23.4.	Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.
	23.5.	Bids submitted late will also be rejected.
24. Correction of Errors	24.1.	Bids determined to be substantially responsive will be checked by SBP BSC for any arithmetic errors. Arithmetical errors will be rectified by SBP BSC on the following basis:
		<ul> <li>i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;</li> <li>ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail.</li> </ul>
	24.2.	The amount stated in the Bid will be adjusted by SBP BSC as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.
25. Evaluation and Comparison of Bids	25.1.	The technical proposal of the only qualified bidders after preliminary examination under <b>ITB Clause 23</b> , shall be examined in detail.
	25.2.	SBP BSC will evaluate and compare only the bids determined to be substantially responsive and qualified pursuant to <b>Sub-</b>

	E. Bid Opening and Evaluation		
	Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, 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:		
	<ul> <li>Making any correction for arithmetic errors pursua Clause24.2 of ITB hereof.</li> </ul>	nt to <b>Sub-</b>	
	<ol> <li>Discount, if any, offered by the Bidders as also rearecorded at the time of bid opening.</li> </ol>	d out and	
	The submitted Technical Proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance based or score based or combination of both methods (as the case may be).		
	The Financial Proposals of the only technically accepted bids will be opened and the bid found to be The Most Advantageous shall be accepted.		
	5.5. Any minor informality, non-conformity or irregularity which does not constitute a material deviation may be by Bank, provided such waiver does not prejudice or a relative ranking of any other Bidders.	e waived	
26. Contacting SBP BSC	Subject to <b>Clause 22 of ITB</b> heretofore, no Bidder shall SBP BSC on any matter related to its Bid from the time opening to the time the bid evaluation results are annowant. The evaluation results shall be announced as uncompared to the state of the st	ne of Bid unced by	
	<ul> <li>i. Technical Evaluation Report/Results wo announced through E-PADS portal.</li> </ul>	ould be	
	ii. Financial/Final Evaluation Report would be an through E-PADS portal.	, 1	
	2.2. Any Bidder feeling aggrieved by any act of Bank may written complaint through E-PADS concerning his grieven		

F. Award of Contract		
27. Award Criteria	27.1.	The contract will be awarded to the Bidder whose bid has been found Technically & Commercially/Financially compliant, and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1.	SBP BSC reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 Notice of the rejection of all the bids shall be given to all the bidders through EPADS.
29. Bank's Right to Vary Scope of Services at Time of Award	29.1.	SBP BSC 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> .
30. Notification of Award and Signing of Contract	30.1.	Prior to the expiration of the period of initial/extended bid validity, SBP BSC will notify The Most Advantageous Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.

F. Award of Contract			
	30.2. The Notification of Award will constitute the formation of the Contract.		
	30.3. Upon The Most Advantageous Bidder's furnishing of the Performance Guarantee according to <b>ITB Clause 32.1</b> , SBP BSC will discharge its bid security.		
	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 fifteen (15) days.		
31. Disqualification Prior to Contract Signing	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.		
32. Performance Guarantee	32.1. After the receipt of Notification of Award, The Most Advantageous Bidder, within the specified time, shall deliver to SBP BSC, a Performance Guarantee in the amount not exceeding 10% of the contract and in the form stipulated in the <b>BDS</b> .		
	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.		
	32.3. The Performance guarantee may be forfeited if a Bidder:		
	i. fails to fulfill all the contractual and legal obligations;		
	ii. fails to agree with the decision made by SBP BSC as a result of arbitration; or		
	iii. violates any law(s) during execution of Contract.		
	iv. fails to start the execution of services or stop providing services without prior approval of SBP BSC.		
33. Advance Payment and Security	33.1. SBP BSC will provide an Advance Payment on the Contract Price only if stipulated in the Special Conditions of the Contract (SCC).		
34. Grievances Redressal	34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), constituted under Rule 48 of PPR-2004, through E-PADS. The details of GRC is given on the PPRA website: <a href="https://www.ppra.org.pk">www.ppra.org.pk</a> .		
35. Code of Conduct	35.1. It is SBP BSC's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, SBP BSC follows, inter alia, the instructions contained in <b>Rule 2(1)(f)</b> of the PPR-2004 which defines:		
	"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-		
	i. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;		
	ii. <b>"collusive practices"</b> which means any arrangement between two or more parties to the procurement process		

#### F. Award of Contract

- designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- v. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"
- 35.2. Under **Rule 19 of PPR-2004**, SBP BSC 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).
- 35.3. Under **Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of Bank management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee	
Corrupt and Fraudulent Practices	<ul> <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> <li>Cross verification of</li> </ul>	Blacklisted and cross- debarred for the period up to 10 years.	
	documentary undertaking submitted by Service Provider.		
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross- debarred for the period up to 03 years.	
Bidder failed to abide with 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.	

However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.

- 35.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of SBP BSC, and the bidder shall be solely responsible for seeing that a proper receipt is provided.
- 35.5. Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format

#### **Award of Contract** attached hereto at Section VI (Appendix J) for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Bank. 35.6. Bank's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold SBP BSC's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBP BSC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement. 35.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: A bidder that has been engaged by SBP BSC to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. A bidder (including its Personnel) that has a business or iii. family relationship with a member of SBP BSC's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or 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 SBP BSC. Bidders shall not recruit or hire any agency or current iv employees of SBP BSC. Recruiting former employees of SBP BSC or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to SBP BSC by the bidder as part of the bid. 36. Overriding 36.1. Whenever in conflict with these documents, the provisions of Effect of PPR-PPR-2004 and the Public Procurement Regulatory 2004 Ordinance, 2002 shall prevail. 37. Beneficial 37.1. For Services/works worth Rs.50 Million or above, the Bidder **Ownership** shall provide Beneficial Ownership information on the Information prescribed Form. Failure to provide the required information

F. Award of Contract			
	of the beneficial ownership by the company or submission of alse or partial information, Bank shall:		
	<ul> <li>i. Blacklist the said company in accordance with Rule 19(1)(a) of PPR, 2004,</li> </ul>		
	ii. Reject the bid of the said company.		

#### **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.

Description					
Procui	Procurement Title: Procurement of Car Rental Services for SBP BSC Lahore				
• Refere	ence Number: ITB No. GSU / 270400 /Car Rental Services / 2025				
• <b>Procurement Method:</b> Open Competitive Bidding as per Rule 21 o					
• <b>Procurement Procedure:</b> "Single Stage Two Envelopes Procedure" 36(b) of PPR-2004					
Dispos	dders must be registered with E-Procurement on "e-Pak Acquisition and all system (e-PADS)". In case of any technical difficulty in using E-PADS, ective bidders may contact PPRA team on EPADS UAN: 051-111-137-237.				
• The ma	andatory eligibility/qualification criteria is as follows:				
Sr.	Evaluation Parameter				
1.	Bidder must be registered with relevant tax authorities and appear on				
2	the Active Tax Payers List of FBR.  Bidder should have minimum 3 years of experience of providing Car				
<sup>2</sup> .	rental services to Public /Private sector organization(s).				
	OR				
	Bidder have provided/currently providing car rental services to at-least				
3.	three Public /Private sector organizations.  Bidder should have a fleet of minimum 3 cars of 1300cc or above (not				
	having registration older than 5 years).				
	OR CD COOM!!!				
	Bidder must have annual turnover of Rs.2.00 Million or above in any of the last three Financial Years.				
4.	Bidder should have verifiable presence / Liaison Office in Lahore.				
5.	Bidder Firm must submit an affidavit that it has never been blacklisted				
	or debarred by any organization and is not in the sanctioned list of				
6	NACTA (National Counter Terrorism Authority).  Bidder must submit Bid Security amounting to Rs. 50,000/				
0.	blader must submit bla security amounting to its. 50,0007.				
• 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.					
• The period of Bid validity shall be <b>180 (One Hundred Eighty Days)</b> after the opening of the Bids.					
<ul> <li>A scanned copy of bid security of amount as stated in published Invitation to in favor of SBP BSC shall be submitted along with the Technical Bid in the shap Pay Order / Demand Draft /Deposit at Call or Bank Guarantee in favor of SBanking Service Corporation through E-PADS. In case of Bank Guarantee, it sho be valid for a period of 28 days beyond the Bid Validity date.</li> <li>However, Bid Security in original is required to be submitted through sea envelope, which must reach on the given below address on or before the dead for submission of bids:</li></ul>					
	Tel: 042-99022291/2503/ 2282				
	Reference Procus 36(b) 6  The bin Dispose prosper The material for the material form of the material form of the material for the material form of the mate				

ITB Clause	Description
Clause	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.
3.1 & 16.1	Separate technical and financial proposals are required to be submitted through E-PADS as per "Single Stage Two Envelopes Procedure".
	• Following should be the contents of the Technical Proposal Envelope:
	Form I of Section III – Authorization Form for Bidder's Representative  Output  Description: The last of the Property of
	<ul> <li>Form II of Section III – Technical Bid Submission Form</li> <li>Form III of Section III – Bank Guarantee Form for Bid Security: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order (scanned copy)</li> </ul>
	<ul> <li>Form IV of Section III – Technical Compliance Form</li> <li>Form V of Section III – Affidavit for Bidder's Blacklisting Status</li> <li>Form VI – Declaration of Beneficial Owners' Information</li> <li>Form VII – Supplier/Bidder Creation Form</li> </ul>
	All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV
	<ul> <li><u>Following should be the contents of the Financial Proposal Envelope:</u></li> <li>Form-I of Section V – Financial Bid Submission Form</li> </ul>
	<ul> <li>Form-I of Section V – Financial Bid Submission Form</li> <li>Form-II of Section V – Price Schedule</li> </ul>
	• Important Note:
	• The above-mentioned forms are pre-requisite; non-availability of the above-mentioned documents will result in the rejection of a bid.
	All participating bidders are required to submit a scanned copy of the submitted     Original Technical Bid Only after the opening of the Financial Bid at <a href="LHR-GSU@sbp.org.pk">LHR-GSU@sbp.org.pk</a> .
17	SBP BSC's address for Bid submission is
	Assistant Chief Manager, GSU 05th Floor, SBP,
	SBP Banking Services Corporation, 56-Sharah-e-Quaid-Azam, Lahore Tel: 04299022291/2282 Email: <u>LHR-GSU@sbp.org.pk</u>
	SBP BSC will communicate the opening of the Financial Bid to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation.
	• The deadline for submission of bids shall be <b>July 03, 2025 at 11:00 AM (PST)</b> .
20	Bids will be opened on <b>July 03, 2025 at 11:30 AM (PST)</b> at the following address:
	Sr. Deputy Chief Manager, IMD, 3 <sup>rd</sup> Floor, SBP Banking Services Corporation, 56- Sharah-e-Quaid-Azam, Lahore
23	Bidders have to submit COMPLETE BIDS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection,
26.1	<ul> <li>conditionality or reservation will be rejected. Bids submitted late will be rejected.</li> <li>Email Address for Queries is <a href="mailto:LHR-GSU@sbp.org.pk">LHR-GSU@sbp.org.pk</a>&gt;</li> </ul>
29.1	Fifteen percent (15%) increase or decrease of scope of services.
32.1	• The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price in the shape of pay order/demand draft/call deposit or an unconditional Bank Guarantee issued from a scheduled bank of Pakistan. In the case of Bank Guarantee, it must remain valid 28 days beyond the expiry date of the contract.
34.1	The address of Grievance Committee is;
	Chairman Grievances Committee, Office of the Director Human Resource Management Department, 1st Floor, BSC House State Bank of Pakistan Main Building Complex, Page <b>14</b> of <b>62</b>

ITB Clause	Description
	I.I. Chundrigar Road,
	Karachi

#### **Section III: Forms for Technical Bid**

- 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/Bidder Creation Form

**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.

#### Form I

# (Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

					Date:
IFB No: Title:	ITB No. GSU / 2704 Procurement of Car	•		ore	
regulation> having Mr./Ms. <comple< td=""><td>Firm Title&gt;, incomits registered officete Name&gt;, <desarticipate, behalf.<="" negotiated="" on="" our="" p=""></desarticipate,></td><td>ce at <b><complet< b=""> signation&gt;, CM</complet<></b></td><td>e business a</td><th>address&gt; do l x-xxxxxxxxx</th><th>nereby nominate as our lawful</th></comple<>	Firm Title>, incomits registered officete Name>, <desarticipate, behalf.<="" negotiated="" on="" our="" p=""></desarticipate,>	ce at <b><complet< b=""> signation&gt;, CM</complet<></b>	e business a	address> do l x-xxxxxxxxx	nereby nominate as our lawful
Official Seal & Sign	nature of Bidder:				
Date:					

#### Form II

# (Technical Bid Submission Form) (ON SERVICE PROVIDER'S LETTERHEAD)

Date:
To:
Chief Manager SBP Banking Services Corporation Lahore.
Dear Sir,
Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.
We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in <b>Appendix A</b> and other terms and conditions of the contract.
If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to $5\%$ of the contract amount for the due performance of the Contract, in the form prescribed by SBP Banking Services Corporation (SBP BSC).
We agree to abide by this Bid for a period of <b>180 (One Hundred Eighty Days)</b> from the date fixed for Bid opening under <b>Clause 20</b> 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

#### Form III

**Over Stamp Paper** 

#### (Bank Guarantee Form for Bid Security)

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

	Guarantee No
	Executed on
Name of Guarantor (Scheduled Bank in Pakistan) with address: _	
Name of Principal (Service Provider) with address:	
Penal Sum of Guarantee (express in words and figures)	
Bid Reference No. ITB No. GSU / 270400 /Car Rental Services / 2	2025
Date of Bid	

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for the *Procurement of Car Rental Services for SBP BSC Lahore* to SBP BSC; and

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

- (1) That the Bid Security shall remain valid for a period of **twenty-eight (28) days** beyond the period of validity of the bid;
- (2) That in the event;
  - (a) The Principal withdraws his Bid during the period of validity of Bid, or
  - (b) The Principal does not accept the correction of his Bid Price, or
  - (c) Failure of The Most Advantageous Bidder to
    - (i) Furnish the required Performance Guarantee, or
    - (ii) Sign the proposed Contract,

The entire sum be paid immediately to the said SBP BSC for delayed completion and not as penalty for The Most Advantageous Bidder's failure to perform.

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

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

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

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

Guarantor (Bank)

#### 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</b> "Description of the Services / Performance Specifications/ Terms of Reference."	
2	All the stated Terms and Conditions of the Contract.	
3	The Bid is unconditional.	

Seal and Signature of Bidder:_	
<b>-</b>	

#### **General Note**

- The Minimum Eligibility/Technical Compliance will be evaluated by determining compliance against the minimum eligibility/qualification/evaluation criteria. The Financial Proposal of the only technically compliant bids will be opened and the bid found to be The Most Advantageous bid shall be accepted.
- The bid found to be The Most Advantageous i.e. having qualified the minimum eligibility/qualification criteria and lowest score based on the quoted rates shall be accepted and will be awarded the contract.

## Form V

(Over Stamp Paper)

Dear Si
---------

	Affidavit for Bidder's Blacklisting Status
L	Dear Sir,
b	/We hereby confirm and declare that I/We, M/s, has neither been Blacklisted/debarred under <b>Rule 19 of PPR-2004</b> nor sanctioned by National Counter Terrorism Authority (NACTA).
t]	Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of he Contract shall lead to Disqualification and forfeiture of Bid Security or Performance Guarantee, s the case may be, and termination of contract.
	Seal & Signature of Bidder:
	Date:

#### Form VI

(ON SERVICE PROVIDER'S LETTERHEAD)

#### **Declaration of Beneficial Owners' Information**

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

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]

#### TECH Form VII (Supplier/Bidder Creation Form)

	STATE BANK OF PAKISTAN STRATEGIC & CORPORATE AFFAIRS DEPARTEMENT					S-2				
A KISTO			Supplier Bank Account (IBAN) Details Form							
1. For Office use:										
*Office/Deptt					*Suppli	er No.		(Mandator		WHT Rate
Supplier	New	v	Update		*Liabili	ty A/C				
*Supplier Type			al, Labs, , General etc.		*Prepay	ment	A/C			
2. Supplier Inform	nation	n								
*Supplier Name										
*Supplier NTN					CNIC N	0.		(If NTN n	ot availa	ble)
Supplier Address	S									
	•									
							Supp	plier City		
Contact No.							Mob	ile		
E-mail Address							Fax	No.		
3. Bank Account Is	nforn	natio	ı							
*Bank Name										
*IBAN (24 Characters)										
*Branch Type			Islamic		Comme	rcial				
*Title of Account										ier Stamp gnature
(For Office use on	ly)									
Forwarded 1	Bv		Verified By			E	ntere	d By (Supp	lier Mgt	User)
(Procurement Function)										
(110cm		it i ull	cuonj							

• **Note:** In order to comply with AML, CFT & CPF Compliance Policy issued on 31-Dec-2020 by CMD-HOK, respective office/department shall ensure that supplier (individual/entity) is not included in the list of proscribed individuals and entities (Refer to Para 8.6 of policy iProposal.)

Date

- Field marked with \* are mandatory.
- Information without complete Bank Account Details (IBAN) & NTN/ CNIC will not be accepted.
- Any changes in Supplier's particulars should be conveyed immediately to SBP BSC. SBP BSC will not be responsible for credit into wrong account of supplier due to change in bank account details not conveyed to SBP BSC or delay in settlement of supplier's claims.

# 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 appear on the Active Tax Payers List of FBR.	Sufficient documentary proof
2.	Bidder should have minimum 3 years of experience of providing Car rental services to Public /Private sector organization(s).  OR  Bidder have provided/currently providing car rental services to at-least three Public /Private sector organizations.	Sufficient documentary proof
3.	Bidder should have a fleet of minimum 3 cars of 1300cc or above (not having registration older than 5 years).  OR  Bidder must have annual turnover of Rs.2.00 Million or above in any of the last three Financial Years.	Sufficient documentary proof.
4.	Bidder should have verifiable presence / Liaison Office in Lahore.	Provide complete details on the firm's letterhead.
5.	Bidder Firm must submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on stamp paper of Rs. 100/- as per the format given in Form V of Section III of Bidding Documents.
6.	Bidder must submit Bid Security amounting to Rs. 50,000/	Financial Instrument as per Clause 14.1 of the Bid Data Sheet.

**Seal and Signature of Bidder:** 

## Section V: Forms for Financial Bid

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

#### Form I

(ON SERVICE PROVIDER'S LETTERHEAD)
(Financial Bid Submission Form)  Date:
To:
Chief Manager SBP Banking Services Corporation Lahore.
Dear Sir:
Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.
We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the <b>Appendix A</b> and other terms and conditions of the contract.
If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to <b>5%</b> of the contract amount for the due performance of the Contract, in the form prescribed by SBP Banking Services Corporation (SBP BSC).
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 \_\_\_\_\_

#### Form-II

#### (ON SERVICE PROVIDER'S LETTERHEAD)

Name of Bidder:	Price Schedule	
Reference No: <u>IFB No. GSU /</u>	/Car Rental Services / 2025	

**Procurement Title:** Procurement of Car Rental Services for SBP BSC Lahore

			1st Year	(Rs.)	2 <sup>nd</sup> Year (Rs.)		
Category (C)	Description of Services	Rate per Hour	Rate per KM	Overnight Driver Charges (if applicable)*	Rate per Hour	Rate per KM	Overnight Driver Charges (if applicable)*
Category	Executive/Sedan						
1 (C1)	Car (e.g. Corolla GLI, Civic)						
Category 2 (C2)	Van, Minibus (e.g. Hiace)						
Category 3 (C3)	Bus (e.g. Coaster)						

<sup>\*</sup>For outstation overnight duties/stay only.

Mention description	and rate of	the tax appl	licable on a	ibove rates:
---------------------	-------------	--------------	--------------	--------------

1-	
2-	
2	

Formula for determination of lowest bidder = (A1 \* 50%) + (A2 \* 50%)

Where,

A1 = Average Rate **per hour** Charges of 2 years for C1 \* 90% + Average Rate per hour Charges of 2 years for C2 \*05% + Average Rate per hour Charges of 2 years for C3 \* 05%

A2 = Average Rate **per KM** of 2 years for C1\*90% + Average Rate per KM of 2 years for C2\*05% + Average Rate per KM of 2 years for C3\*05%

*i.* Bidder obtaining the lowest score *as per* above mentioned formula will be considered as Most Advantageous bidder.

#### Notes:

*ii.* Rates / Services charges *should be inclusive of* Bidder's overheads, Drivers charges, Fuel charges, maintenance, wear & tear of vehicles, insurance, accidental issues, *applicable taxes*, legal obligations & profit etc.

- i. Bidder if having registered/declared office within Municipal limits of Lahore will start charging of hourly and kilometer based fare from Service Provider's Registered/Declared Office or any other designated place as directed by official/s of BANK and will end at Service Provider's Registered/Declared Office. The rate should be quoted by taking into account this as well as factors contained in Terms of Reference.
- ii. Bidder if having registered/declared office outside the Municipal limits of Lahore will start charging of hourly and kilometer based fare from SBP Banking Services Corporation-Lahore at mall Road or any other designated place as directed by official/s of Bank and will end SBP Banking Services Corporation-Lahore at mall Road or final destination, whichever is less. The rate should be quoted by taking into account this as well as factors contained in Terms of Reference.
- iii. Overnight charges shall be applicable for outstation overnight duties only. Overnight charges shall not be applicable for within station overnight duties
- iv. Any toll tax & parking fees paid while the vehicle remains engaged shall be billed (on actual basis) in addition to above quoted rates/charges on production of proper receipts/slips.
- v. No other payment shall be made by the Bank on any grounds whatsoever except the above quoted rates / charges.

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 Will Be the Responsibility of The Most Advantageous Bidder)

# **CONTRACT FOR SERVICES**

## Procurement of Car Rental Services for SBP BSC Lahore

**Between** 

(SBP Banking Services Corporation)

and

(Name of the Service Provider)

**DD-MM-YYYY** 

#### Form of Contract

THIS CONTRACT (hereinafter called the	e <b>"Contract")</b> is made on the	day of the month of				
, 2025, by and between, SBF	P Banking Services Corporation, h	naving its principal place				
of business at 56-Sharah-e-Quaid-Azam	of business at 56-Sharah-e-Quaid-Azam, Lahore, (Hereinafter referred to as "The Client" which					
expression shall, wherever the context s	so permits, include its successors	s in interest and assigns)				
through who is duly aut	chorized in this behalf, of the Firs	t Part				
	AND					
M/s, incorpor	rated/registered under the appl	icable laws in Pakistan,				
having its principal office at	(Hereinafter called " <b>The Se</b>	ervice Provider", which				
expression shall, wherever the context s	so permits, include its successors	s in interest and assigns)				
through who i	s duly authorized in this behalf o	of the other Part				
(CLIENT and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties"						
and individually as a "Party").						

#### WHEREAS,

- a) The Client is desirous of <u>Procurement of Car Rental Services for SBP BSC Lahore</u> for which purpose the Client issued an Invitation for Bid <u>ITB No. GSU / 270400 /Car Rental Services</u> / <u>2025</u> calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).
- b) the Service Provider submitted its bid in response to the Client's Instruction to Bidder (ITB) and the bid of the Service Provider has been accepted by the Client, where after, the Client has offered to the Service Provider to perform the services as per this contract.
- c) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

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 Contract;
  - c) The following Appendices:
    - Appendix A: Description of the Services, Performance Specification & Terms of Reference
    - Appendix B: Services and Facilities Provided by the Client
    - Appendix C: Focal Persons
    - Appendix D— Breakdown of the Contract Price/Rates
    - Appendix E— Schedule of Payments
    - Appendix F— Price Schedule
    - Appendix G—Notification of Award
    - Appendix H —Letter of Acceptance
    - Appendix I— Performance Guarantee
    - Appendix J— Integrity Pact
- 2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:

- a) The Service Provider shall carry out the Services only through its regular/contracted employees, hereinafter referred to as 'The Service Provider's employee (s)' 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 after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.
- 3. The Service provider shall provide the Services during the period commencing dd<u>-mm-yyyy</u> and continuing through <u>dd-mm-yyyy</u> 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.

For and on Behalf of SBP Banking Services Corporation Lahore	For and on behalf of the Service Provider
[Authorized Representative] (Name, Designation, Official Stamp and signature)	[Authorized Representative] (Name, Designation, Official Stamp and signature)
Witness 1	Witness 1
Name:  CNIC#  Signature:	Name:  CNIC#  Signature:
Witness 2	Witness 2
Name:  CNIC#  Signature:	Name:  CNIC#  Signature:

# A. General Conditions of Contract (GCC)

1. General Provisions				
1.1. Definitions	<b>1.1.1.</b> Unless the context otherwise requires, the following terms			
	whenever used in this Contract have the following			
	meanings:			
	a) "Applicable Law" means the laws and any other			
	instruments having the force of law in the Islamic			
	Republic of Pakistan.			
	b) "Bid" means the tender or offer submitted by the Bidder			
	in response to Invitation to Bid published by the Client			
	c) "Completion Date" means the date of completion of			
	the Services by the Service Provider as certified by the			
	Client			
	d) "Day" means a Gregorian calendar day unless indicated			
	otherwise.			
	e) "GCC" means these General Conditions of Contract;			
	f) "Government" means the Government of the Islamic Republic of Pakistan and any provincial government;			
	g) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them;			
	h) <b>Performance Specifications</b> " means the specifications			
	of the services included in the bidding documents			
	submitted by the Service Provider to the Client.			
	i) <b>"Services"</b> means the work to be performed by the Service Provider under this Contract, as described in			
	<b>Appendix A</b> hereto.			
	j) <b>"Service Provider's Bid"</b> means the completed			
	Bidding Documents submitted by the Service Provider			
	to the Client			
	k) "SCC" means the Special Conditions of Contract by			
	which the GCC may be amended or supplemented.			
1.2. Applicable Law	<b>1.2.1.</b> The Contract shall be governed by the laws of the Islamic			
	Republic of Pakistan.			
1.3. Language	<b>1.3.1.</b> This Contract has been executed in English/Urdu, which			
	shall be the binding and controlling language for all matters			
1.4. Notices	relating to the meaning or interpretation of this Contract <b>1.4.1.</b> Any notice, request, or consent made under this Contract			
1.4. Notices	shall be in writing and shall be deemed to have been made			
	when delivered in person to an authorized representative of			
	the Party to whom the communication is addressed, or			
	when sent by registered mail, email, or facsimile to such			
15 Location	Party at the address specified in the SCC.			
1.5. Location	<b>1.5.1.</b> The Services shall be performed at such locations as are specified in <b>Appendix A</b> and, where the location of a			
	particular task is not so specified, at such locations in			
	Pakistan, as the Client may approve.			
1.6. Authorized	1.6.1. Any action required or permitted to be taken, and any			
Representatives	document required or permitted to be executed, under this			

1. General Provisions			
	Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.		
1.7. Inspection and Audit by the Client	<b>1.7.1.</b> The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.		
1.8. Taxes, Duties and other applicable laws.	<b>1.8.1.</b> The Service Provider shall pay its own and its employees' taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.		
	<b>1.8.2.</b> Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.		
1.9. Relationship of Parties	<b>1.9.1.</b> Nothing in this Contract is intended or shall be deemed to constitute a partnership agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other except to the extent, if at all specifically provided herein.		

2. Commencement, Completion, Modification, and Termination of Contract			
2.1. Effectiveness of Contract	<b>2.1.1.</b> This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the <b>SCC.</b>		
2.2. Commencement of Services	<b>2.2.1.</b> The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the <b>SCC</b> .		
2.3. Intended Completion Date	<b>2.3.1.</b> Unless terminated earlier under <b>Clause 2.6</b> , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per <b>Sub-Clause 3.11</b> . In this case, the Completion Date will be the date of completion of all activities.		
2.4. Modification	<b>2.4.1.</b> 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.		
2.5. Force Majeure	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 l as 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		

### 2. Commencement, Completion, Modification, and Termination of Contract

may terminate this contract as per **clause 2.6** of the Contract because of Force Majeure.

#### 2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;

- a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and
- b. has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3. Extension of Time

Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.

### 2.6. Termination

### 2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this **Clause 2.6.1** and sixty (60) days in the case of the event referred to in (g):

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Guarantee under **Clause 3.12**
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under **Sub-Clause 3.11.1** and the **SCC**.;
- g) if the Client, in its sole discretion, decides to terminate this Contract.

#### 2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such

### 2. Commencement, Completion, Modification, and Termination of Contract

notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2:** 

a) If the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to **Clause 7** within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

#### 2.6.3. Payment upon Termination

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

- a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service Provider before the effective date of termination;
- b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of **Clause 2.6.1**, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Service Provider 3.1. General **3.1.1.** The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties. **3.1.2.** The Service Provider will ensure continuity of services without interruption as per requirement. **3.1.3.** In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client. **3.1.4.** The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client: **3.1.5.** The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client. **3.1.6.** The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client. **3.2.1.** The service provider agrees to indemnify the Client and hold 3.2. Indemnity it harmless against all liabilities, including judgements and

3. Obligations of the Service Provider			
	cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.		
3.3. Conflict of Interests	3.3.1. <u>Service Provider and Service Provider's employee (s)</u> Not to Benefit from Commissions and Discounts.		
	Payment against the services under <b>Clause 6</b> shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract., The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.		
	3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u>		
	The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and its affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.		
	3.3.3. <u>Prohibition of Conflicting Activities</u>		
	Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities:		
	<ul> <li>a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would be in conflict with the activities assigned to them under this Contract;</li> </ul>		
	<ul> <li>b) during the term of this Contract, neither the Service Provider nor its affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract;</li> </ul>		
	<ul> <li>after the termination of this Contract, such other activities as may be specified in the SCC.</li> </ul>		
3.4. Confidentiality	<b>3.4.1.</b> Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.		
	<b>3.4.2.</b> The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.		
	<b>3.4.3.</b> In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Client may reject its bid and/or terminate the contract.		
3.5. Contractual Liability Insurance to be taken out by	<b>3.5.1.</b> The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of this contract with the Client, and shall indemnify and keep indemnified the Client, at all times against any such		

3. Obligations of the Service Provider			
the Service Providers	loss, claim, damage, and charge. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas the Client will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify the Client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client's claim within the aforesaid period shall authorize the Client to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case the Client fails to provide the supporting documents to prove the incident, no claim amount will be paid.		
	<b>2.5.2.</b> The Service Provider at the Client's request shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.	n	
3.6. Service Providers' Actions Requiring Client's Prior Approval	<ul> <li>a.6.1. The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:</li> <li>a) entering into a subcontract for the performance of any part of the Services,</li> <li>b) changing the schedule of activities;</li> </ul>		
	c) any other action that may be specified in the SCC.		
3.7. Independent Service Provider Status	<b>3.7.1.</b> 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.		
	2.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s is entitled under his/her contract with the Service Provider All claims made by the Service Provider's employee(s) shall be dealt with exclusively by the Service Provider.	e s) r.	
	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 during the tenure of the provision of the services to the Client.	d g	
3.8. Compliance with all the Regulatory Requirement	<ul><li>2.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</li><li>2.8.2. The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met, and</li></ul>	o e	

3. Obligations of the Service Provider					
	accordingly indemnify Client against any claims with regards to the above.				
	<b>3.8.3.</b> The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.				
3.9. Reporting Obligations	<b>3.9.1.</b> The Service Provider shall submit to the Client the reports and documents specified in <b>Appendix A</b> as and when required by the Client.				
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Client, and the Service Provider shall, upon request from the Client during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.				
3.11. Liquidated	3.11.1. Payments of Liquidated Damages				
Damages	a) The Service Provider shall pay liquidated damages to the Client as stated in the SCC. Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.				
	3.11.2. <u>Lack of performance penalty</u>				
	If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 7.2.				
3.12. Performance Guarantee	<b>3.12.1.</b> The Service Provider shall provide the Performance Guarantee to the Client no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a commercial bank acceptable to the Client and denominated in the currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract.				
	<b>3.12.2.</b> The Performance guarantee may be forfeited if a Service Provider:				
	i. fails to fulfill all the contractual and legal obligations;				
	ii. fails to agree with the decision made by the Client as a result of arbitration; or				
	iii. Violates any law(s) during execution of contract.				
	iv. fails to start the execution of services or stop providing services without prior approval of the Client.				

4. Service Provider's Team		
4.1. Description of	<b>4.1.1.</b> The scope of services to be performed by the Service Provider	
Services to be	are described in <b>Appendix A.</b>	
performed by		
the Service		
Provider		

5. Obligations of the Client				
5.1. Provide	<b>5.1.1.</b> The Client shall provide the Service Provider with			
information	information on the code of conduct and security procedures.			
about the code	The Client shall immediately notify the Service Provider of			
of conduct	any changes to the same during the continuance of this			
	Contract.			
5.2. Change in the	<b>5.2.1.</b> If, after the date of this Contract, there is any change in the			
Applicable Law	Applicable Law concerning taxes, duties, which increases or			
	decreases the cost of the Services rendered by the Service			
	Provider, then the cost of services payable to the Service			
	Provider under this Contract shall be adjusted accordingly by			
	a written agreement between the Parties, and corresponding			
	adjustments shall be made to the amounts referred to in			
	Clauses 6.2, as the case may be.			
5.3. Services and	<b>5.3.1.</b> The Client shall make available to the Service Provider the			
Facilities	Services and Facilities listed under Appendix B.			
5.4. Assistance	<b>5.4.1.</b> No assistance regarding any type of regulatory exemption			
	related to contract execution will be provided by the Client.			

6. Payments to the Service Provider			
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3.		
6.2. Contract Price Ceiling	<b>6.2.1.</b> The price/rates payable are set forth in the SCC.		

7. Quality Control				
7.1. Performance	<b>7.1.1.</b> The Service Provider will maintain the highest level of service			
Standards	standards.			
7.2. Correction of	<b>7.2.1.</b> The Client shall give notice to the Service Provider of any			
Defects, and	failures or service deficiencies before the end of the Contract.			
Penalty for	The Deficiency liability period shall be extended for as long			
Lack of	as Deficiency remains to be corrected.			
Performance				
	<b>7.2.2.</b> Every time notice of a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client's notice.			
	<b>7.2.3.</b> If the Service Provider has not corrected a failure in the performance within the time specified in the Client's notice, the Client will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in <b>Clause 3.11</b>			

8. Resolution of Disputes					
8.1. Arbitration	<b>8.1.1.</b> In case of a dispute arising between the Parties regarding the				
	terms of or rights and obligations of the Parties under this				
	Contract, if not resolved amicably, shall be settled by				
	arbitration under the <b>Arbitration Act, 1940.</b> The place of				
	arbitration shall be Lahore.				

### 9. Corrupt and Fraudulent Practices **9.1.1.** The Client requires compliance with its policy regarding 9.1. Corrupt & Fraudulent corrupt and fraudulent practices. In pursuit of this policy, the **Practices** Client follows, inter alia, the instructions contained in Rule **2(1)(f) of PPR 2004** which defines: "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-"coercive practices" which means any impairing or ii. 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: "collusive practices" which means any arrangement iii. between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, noncompetitive levels; "corrupt practices" which means the offering, giving, iv. receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and vi. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract:" 9.2. Penalties **9.2.1.** The Client 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 and obstructive practices in competing for the contract in question; **9.2.2.** The Client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Client's contract if at any time it determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client's contract; and 9.2.3. Under Rule 19 of PPR-2004, "The Client can inter alia

blacklist Service Provider found to be indulging in corrupt or

9. Corrupt and Fraudulent Practices				
	fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.			
9.3. Mechanism Blacklisting and cross- debarring	<b>9.3.1.</b> Under <b>Rule 19 of PPR-2004</b> , the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:			
	Nature of Offense/Fault	Means of Verification	Action By Committee	
	Corrupt and Fraudulent Practices	<ul> <li>Results of Bid 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> <li>Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>	Blacklisted and cross- debarred for the period up to 10 years.	
	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.	
	<b>9.3.2.</b> However, such barring action shall be undertaken only afte Service Provider has been provided an adequate opportunit of being heard, who is to be barred and blacklisted.			
	not be consid service prov authorized o	9.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.		
	<b>9.3.4.</b> Under <b>Rule 7 of PPR 2004</b> , the service provider undert to sign an Integrity pact in accordance with the prescriptormat attached hereto at Section 6 for all the procurem estimated to exceed Rs. 10.00 million or any other prescribed by the Client.			
9.4. Beneficial Ownership information	<b>9.4.1.</b> For Services/works worth Rs.50M or above, the Service Provider shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or			

9. Corrupt and Fraudulent Practices  submission of false or partial information, SBP Banking Services Corporation shall:
i. Blacklist the said company in accordance with Rule19(1)(a) of Public Procurement Rules, 2004,
ii. Reject the bid of the said company.

# **B.** Special Conditions of Contract (SCC)

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
1.1.1(b)	The Bank is "SBP Banking Services Corporation Lahore"								
1.1.1(c)	The Service Provider is [insert name]								
1.1.1(e)	The Title & Reference of the procurement is;								
	Procurement of Car Rental Services for SBP BSC Lahore								
	ITB No. GSU / 270400 /Car Rental Services / 2025								
1.4	The addresses are:								
	Client:								
	Chief Manager								
	SBP Banking Services Corporation								
	Lahore								
	Tel: Email: ****								
	Eman.								
	Service Provider:								
	Attention:								
	Address:								
	Tel/Mob#								
	Email:								
1.6	The Authorized Representatives are:								
1.0	The manorized representatives are:								
	For the Client (Nominee of the Client)								
	o Name:								
	o Designation:								
	o Designation:								
	For the Service Provider (Nominee of the Service Provider)								
	o Name:								
	Park and the								
	o Designation:								
2.2	The Starting Date for the commencement of Services is <b>dd-mm-yyyy</b> .								
2.3	The Intended Completion Date is <b>dd-mm-yyyy</b> .								
	The duration of the contract will be two years								
3.4	The duration of the contract will be two years.  The Service provider while rendering the required services shall not release any								
JiT	information acquired from the Client due to their exposure that is sensitive and								
	should be kept strictly confidential irrespective of the fact it is specified or								
	otherwise.								
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in <b>Appendix A</b> .								

3.11.1	Client can impose liquidated damages Rs. 2,000/- per instance in case of non-compliance of any requirement defined in Appendix A of contract. Decision of the Client for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed <b>services</b> . The maximum amount of liquidated damages for the whole contract is Rs. 30,000/ Once the limit for								
	maximum amount is reached, the client may consider termination of the contract.								
3.12	The amount of performance guarantee is 5% of the total contract amount, which shall remain valid for 28 days beyond the expiry date of the contract.								
5.2	Prices/Rates payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly 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 tax or duty, the contract price would be adjusted accordingly.								
6.2	The approved rates are mentioned below:								
	Category (C)		1st Year (R	s.)		2 <sup>nd</sup> Year (	(Rs.)		
		Rate per	Rate per	Overnight	Rate	Rate	Overnight		
		Hour	KM	Driver	per per KM Driver				
	Category 1 (C1)			Charges	Hour		Charges		
	Category 2 (C2)								
	Category 3 (C3)								
	Note: Any toll tax & parking fees paid while the vehicle remains engaged shall be billed (on actual basis) in addition to above quoted rates/charges on production of proper receipts/slips.								
6.4	Payment will be made on monthly basis after receipt of invoice/s as per approved rates/paid slips of toll tax/parking charges against the number of trips executed during the month subject to confirmation of satisfactory services by the concerned / Designated Bank's Official/s.								

### **Appendices**

### (To be finalized at the contract award stage)

- **Appendix A** Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B** Services and Facilities Provided by the Bank
- **Appendix C** Focal Persons
- **Appendix D**—Contract Price/Rates
- **Appendix E** Schedule of Payments
- **Appendix F** Price Schedule
- **Appendix G**—Notification of Award
- **Appendix H** —Letter of Acceptance
- **Appendix I** Performance Guarantee
- **Appendix J** Integrity Pact

### Appendix A

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

- 1) Vehicles are required for official use primarily within the Lahore city/adjoining areas of the city and others cities including but not limited to Islamabad, Sialkot, Gujranwala, Faisalabad, Multan, Bahawalpur, etc.
- 2) Service provider shall be liable to provide vehicles as and when required.
- 3) The Service Provider shall provide as many vehicles as required by the Client on need basis without any lapse.
- 4) The Service Provider will ensure to provide services, whenever required (with 24-hour availability and accessibility when needed) in a timely manner, and will nominate a dedicated coordinator with cell phone and email address facility. Services can be required at any day, including but not limited to public/National/religious holidays etc., and any time during the contract period.
- 5) The lead-time for booking any car would be 60 minutes. The designated Client's focal persons shall inform the service provider about all relevant requirements at least 60 minutes in advance. For any unusual demand, the service provider would be informed at least 04 hours in advance.
- 6) The service provider should provide professional chauffeurs, who possess following attributes:
  - a. Proper License Holder
  - b. Trained & Experienced having technical knowledge about the vehicles
  - c. Local insight/firsthand knowledge of the area
  - d. Punctual, Well-dressed, Well-groomed
  - e. Courteous, Polite and well-mannered
  - f. Reliable
  - g. Confident, having ability to stay calm under pressure
  - h. Attentive
  - i. Literate
  - i. No criminal record
  - k. Not a drug user/addict
- 7) Service provider shall ensure and be fully responsible for police/security clearance of the chauffeurs as well as the vehicles provided.
- 8) Service provider shall be responsible for all overheads, which include but not limited to traffic violation fines and any damages whatsoever.
- 9) Service provider shall not charge for any cancellation(s)/returns intimated by the Client officials for vehicles already engaged/allocated whatsoever.
- 10) Any toll tax & parking fees paid while the vehicle remains engaged shall be billed on actual basis in addition to quoted rates/charges on production of proper receipts/slips.
- 11) Service provider will start charging of hourly and kilometer based fare from Service Provider's Registered/Declared Office or any other designated Pick-Up point as directed by official/s of Client and/or its subsidiaries and will end at Service Provider's Registered/Declared drop-point. The rate should be quoted by taking into account all such factors.

- 12) Service provide shall ensure to follow all applicable law of Pakistan. The Service Provider will indemnify the Client from all kinds of legal, security and financial losses that may arise due to any non-compliance of any applicable laws by the service provider.
- 13) Service Provider shall maintain proper bills and daily duty cards on formats duly approved.
- 14) Service Provider will ensure furnishing of bills & duty cards in originals, along with 01 set of photocopy of each bill and duty card, on monthly basis.
- 15) The vehicles required under this arrangement should be:
  - a) Minimum of 1300cc Executive Saloon Car/Sedan Car, Van, Minibus etc.
  - b) A.C. fitted in perfect working order
  - c) Neat, clean and in perfect running condition
  - d) Not older than 5 years
  - e) Clear of all legal formalities and permissible for road e.g. token tax, registration etc.

# Appendix B

# (Services and Facilities Provided by the Client)

(If any)

# Appendix C

# (Focal Persons)

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.			
2.			
3.			

# Appendix D

(Breakdown of Contract Price/Rates)

## **Appendix E**

### (Schedule of Payments)

Payment will be made on monthly basis after receipt of invoice/s as per approved rates/paid slips of toll tax/parking charges against the number of trips executed during the month subject to confirmation of satisfactory services by the concerned / Designated Client's Official/s.

# Appendix F

(Price Schedule)

# Appendix G

(Notification of Award)

# Appendix H

(Letter of Acceptance)

### **Appendix I**

**Over Stamp Paper** 

### (Performance Guarantee)

(Shall be required from The Most Advantageous bidder at the time of contract signing)

(Shan se required from the Mosernavaneagee as states at the officer and segming)
Guarantee No
To:
Chief Manager SBP Banking Services Corporation Lahore
Executed on
Name of Guarantor (Scheduled Bank in Pakistan) with address:
Dateu
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the <b>SBP Banking Services Corporation</b> (hereinafter referred as " <b>SBP BSC</b> ") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to SBP BSC, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Service Provider has accepted SBP BSC's above said Letter of Acceptance for the <b>Procurement of Car Rental Services for SBP BSC Lahore</b>
NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by SBP BSC, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.
Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.
We, (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to SBP BSC without delay upon the SBP BSC's first written demand without cavil or arguments and without requiring SBP BSC to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the SBP BSC's written declaration that the Principal has refused or failed to

PROVIDED ALSO THAT SBP BSC shall be the sole and final judge for deciding whether the Service Provider has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount

perform the obligations under the Contract, for which payment will be effected by the Guarantor

to SBP BSC's designated Account Number.

stated above upon first written	demand	from	SBP	for thwith	and	without	any	reference	to t	he
Principal or any other person.										

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

[name of commercial bank or fi	nancial institutio	on]	
[address]			

**Over Stamp Paper** 

### (Integrity Pact)

#### Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004

### Declaration of Fees, Commissions and Brokerage, etc Payable by the Suppliers of Goods, Services & Works

[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 the 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 instruments, 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 to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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