



BIDDING DOCUMENTS

For

Procurement of Car Rental Services

For

State Bank of Pakistan

BANK Banking Services Corporation (Bank) Islamabad

September 2023



Sections

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SBP BANKING SERVICES CORPORATION (SBP BSC) Islamabad

Invitation For Bid (IFB)

IFB No. GSU (Proc. Unit)/SBP BSC ISB/046897/2023

SBP Banking Services Corporation, Islamabad invites sealed bids from eligible Bidders, registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for providing **Car Rental Services** for a period of two years.

Bidding Documents containing detailed Description of Services may be obtained free of cost upon submission of an email request at ISB.GSU@sbp.org.pk along with a copy of NTN Registration Certificate or can be downloaded from SBP website at www.sbp.org.pk & www.ppra.org.pk. In case of any discrepancy/conflict, provisions of Bidding documents including any addenda posted on the procuring agency website, shall prevail.

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy and submitted (in person, or by post) on or before 02-Oct-2023 at 03:00 PM, which shall be opened on the same day at 03:30 PM at SBPBSC, Islamabad in the presence of representatives of firms who may choose to be present. This advertisement is also available on website of SBP: www.sbp.org.pk & www.ppra.org.pk

Sd/-

Chief Manager,

SBP Banking Services Corporation, Islamabad

Tel: 051-9078311

Email: ISB.GSU@sbp.org.pk



- 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	1.1. SBP Banking Services Corporation situated at Atta Turk Avenue, Islamabad, (hereinafter called as the "Bank"), issues this Bidding Documents for procuring the <u>Car Rental Services</u> as specified in Section VI (Appendix A). 1.2. The procurement title, reference number, method and procedure are specified in the Bid Data Sheet (BDS).
2. Eligible Bidders	2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the 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 the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding. 2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of Public Procurement Rules (PPR)-2004, shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan. 2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process. 2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request. 2.7. Bidder should meet all the minimum eligibility conditions as defined in BDS, however, after explicitly fulfilling the criteria (as mentioned in 2.7 of BDS) by the bidders, they will be further evaluated in terms of various parameters as given in Clause 3.2 of BDS.
3. Qualification of the Bidder	3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS. 3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.
4. One Bid per Bidder	4.1. Each Bidder shall submit only one Bid individually.
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 be held responsible or liable for those costs.



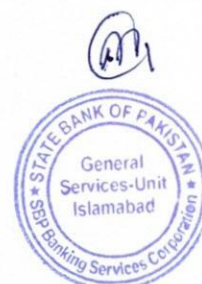
B. Bidding Documents	
6. Content of Bidding Documents	6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under ITB Clause 8: - Invitation for Bids. - Instructions to Bidders (ITB) - Bid Data Sheet (BDS) - Form of Bid - Form of Contract - General Conditions of Contract (GCC) - Special Conditions of Contract (SCC) - Description of Services - Delivery Schedule - Bid Evaluation Criteria - Format of Security Forms 6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 6.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
7. Clarification of Bidding Documents	7.1. 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
8. Amendment of Bidding Documents	8.1. At any time before the deadline for submission of bids, the Bank, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document. 8.2. Amendments will be provided in the form of an Addendum to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Bank at the mailing address provided by the Bidder at the time of collection of Bidding Documents. The addendum will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addendum. In case, if no acknowledgement is received, it will be assumed that the Addendum will have been taken into account by the Bidder in its bid. 8.3. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.



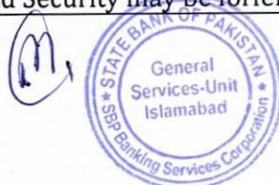
C. Preparation of Bids	
9. Language of Bid	9.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English or Urdu (as the case may be).
10. Documents Comprising the Bid	10.1. The bid submitted by the Bidder shall comprise the following: i. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid under Section V iv. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
11. Bid Prices	11.1. The Contract shall be for the Services, as described in the Appendix A 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 the Bank when the contract is 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 Clause 5.2 of the General Conditions of Contract (GCC) and/or the provisions of Special Conditions of Contract (SCC).
12. Currencies of Bid and Payment	12.1. The price shall be quoted by the Bidder and the payments to be made by the Bank would be in Pak Rupees.
13. Bid Validity	13.1. Bids shall remain valid for the period specified in the BDS. 13.2. In exceptional circumstances, the Bank may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing by letter or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IFB Clause 14 in all respects.
14. Bid Security	14.1. The bid security shall be denominated in the currency of the bid: i. in the form of Pay Order. ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission; iii. be submitted in its original form; copies will not be accepted; iv. bids submitted with insufficient bid security will be rejected. v. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. vi. the successful Bidder's bid security will be released/ returned upon the submission of performance guarantee.

C. Preparation of Bids	
	14.2. The bid security may be forfeited: i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or ii. In the case of a successful Bidder, if the Bidder fails to sign the contract under ITB Clause 30 or fails to provide Performance Guarantee.
15. Format and Signing of Bid	15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY" In the event of any discrepancy between them, the originally submitted hardcopy shall prevail. 15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, 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 ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. 15.3. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids	
16. Sealing and Marking of Bids	16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."
	16.2. In addition to the identification required in Sub-Clause 16.1 , the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18 .
	16.3. If the outer envelope is not sealed and marked as above, the Bank will assume no responsibility for the misplacement or premature opening of the Bid.
17. Deadline for Submission of Bids	17.1. Bids must be received (through an authorized representative or courier/postal service) by the Bank at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.
	17.2. The Bank may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8 , in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.
18. Late Bids	18.1. Any Bid received (through an authorized representative or courier/postal service) by the Bank after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.
19. Modification and Withdrawal of Bids	19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17 .
	19.2. No bid can be modified after the deadline for submission of bids.
	19.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in forfeiture of bid security of such Bidder.



E. Bid Opening and Evaluation	
20. Bid Opening	20.1. The Bank will open all bids, including modifications, in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS. 20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.
21. The process to Be Confidential	21.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent. 21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract
22. Clarification of Bids	22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.
23. Preliminary Examination	23.1. The Bank will examine the bids to determine whether; - they are complete, - bid validity is provided accordingly, - required bid security - the documents have been properly signed, - the bids are generally in order; - Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV 23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. 23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected. 23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. 23.5. Bids submitted late will also be rejected.
24. Correction of Errors	24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis: - if there is a discrepancy between prices exclusive of tax and the total price that is obtained by adding the exclusive of tax price and tax amount, the price exclusive of tax shall prevail, and the total price shall be corrected; - if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. 24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.



E. Bid Opening and Evaluation	
25. Evaluation and Comparison of Bids	25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23 , shall be evaluated in detail.
	25.2. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance base.
	25.3. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.
26. Contacting the Bank	26.1. No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening till award of contract subject to ITB Clause 21 . If any Bidder wishes to bring additional information to the notice of the Bank, it should do so in writing at the address given in BDS.

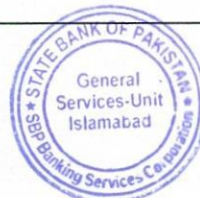


F. Award of Contract	
27. Award Criteria	27.1. The contract will be awarded to the successful Bidder whose bid has been found Technically & Commercially/Financially compliant, and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Bank's Right to Reject all the Bids	28.1. The Bank reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 , without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but the Bank will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.
29. Bank's Right to Vary Inputs/ Outputs at Time of Award	29.1. The bank reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
30. Notification of Award and Signing of Contract	30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the successful Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted. 30.2. The Notification of Award will constitute the formation of the Contract. 30.3. Upon the successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 32, the Bank will discharge its bid security. 30.4. Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Bank. The successful bidder shall sign the Contract on stamp paper after paying stamp duty as per the relevant applicable Stamp Act.
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 Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with Rule 2 (1)(i). 31.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid, and prior approval of the competent authority of the Bank must also be obtained.
32. Performance Guarantee	32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.

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F. Award of Contract	
	32.2. Failure of the Most Advantageous Bidder to comply with the requirements of ITB Clause 32.1 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: - fails to fulfill all the contractual and legal obligations; - fails to agree with the decision made by the Bank as a result of arbitration; or - Violates any law(s) during execution of contract. - fails to start the execution of services or stop providing services without prior approval of the Bank.
33. Advance Payment and Security	33.1. The Bank will not provide any advance payment.
34. Grievances Redressal	34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004 . The details of GRC is given on the PPRA website: www.ppra.org.pk .
35. Code of Conduct	35.1. It is the Bank's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines: <i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i> <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;</i> <i>"collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</i> <i>"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;</i> <i>"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</i> <i>"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;"</i>



F. Award of Contract

35.2. Under **Rule 19 of PPR-2004**, the Bank can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to Public Procurement Regulatory Authority (PPRA).

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:

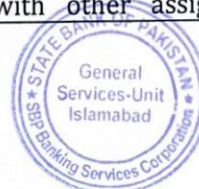
Nature of Offense/ Fault	Means of Verification	Action By the Committee
Corrupt and Fraudulent Practices	- Results of Bid/Proposal analysis resulting in substantive evidence of collusion. - Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation - Cross verification of documentary undertaking submitted by Service Provider.	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.
Bidder failed to abide with Bid Form.	Failed to abide with Bid Form	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 the Bank, 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 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 the Bank's interests' paramount, strictly avoid conflicts with other assignments or their



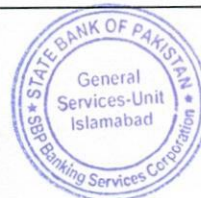
	F. Award of Contract
	corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement. 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: i. A bidder that has been engaged by the Bank to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Bank. iv. Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Bank or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Bank by the bidder as part of the bid.
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the provisions of PPR-2004 shall prevail.



G. Bid Data Sheet

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

ITB Clause	Description																
1.1	• Procurement Title: <i>Procurement of Car Rental Services</i> • Reference Number: <i>IFB No. GSU /046897/Car Rental Services / 2023</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>"Single Stage Two Envelopes Procedure" as per Rule-36(b) of PPR-2004</i> • Technical Qualification: <i>Compliance based with eligibility/qualification criteria.</i> • Financial Qualification: <i>Most advantageous bid</i>																
2.7 & 3.2	The mandatory eligibility/qualification criteria is as follows: <table border="1"> <thead> <tr> <th>Sr. #</th><th>Evaluation Parameter</th></tr> </thead> <tbody> <tr> <td>i.</td><td>The Bidder must appear on the Active Tax Payers List of FBR.</td></tr> <tr> <td>ii.</td><td>The Bidder must have a minimum of 5 years of experience in providing Car rental services to Public /Private sector organization(s).</td></tr> <tr> <td>iii.</td><td>The Bidder must have a fleet of a minimum of 5 cars of 1300cc or above (not having registration older than 5 years).</td></tr> <tr> <td>iv.</td><td>The Bidder must have a verifiable presence / Liaison Office in Islamabad/ Rawalpindi</td></tr> <tr> <td>v.</td><td>The bidder must submit an affidavit that it has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).</td></tr> <tr> <td>vi.</td><td>Bid Security amounting to PKR 100,000/- in the form of Pay Order.</td></tr> <tr> <td>vii.</td><td>Bidder must submit 3 purchase orders/contracts/NOAs in last three years for providing similar services to any public/private sector.</td></tr> </tbody> </table> Notes: i. <i>The responses should be submitted in sealed envelopes.</i> ii. <i>Only the responses submitted in hard copy will be entertained.</i>	Sr. #	Evaluation Parameter	i.	The Bidder must appear on the Active Tax Payers List of FBR.	ii.	The Bidder must have a minimum of 5 years of experience in providing Car rental services to Public /Private sector organization(s).	iii.	The Bidder must have a fleet of a minimum of 5 cars of 1300cc or above (not having registration older than 5 years).	iv.	The Bidder must have a verifiable presence / Liaison Office in Islamabad/ Rawalpindi	v.	The bidder must submit an affidavit that it has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	vi.	Bid Security amounting to PKR 100,000/- in the form of Pay Order.	vii.	Bidder must submit 3 purchase orders/contracts/NOAs in last three years for providing similar services to any public/private sector.
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vi.	Bid Security amounting to PKR 100,000/- in the form of Pay Order.																
vii.	Bidder must submit 3 purchase orders/contracts/NOAs in last three years for providing similar services to any public/private sector.																
11.4	• The Contract is NOT 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 affects 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.																
13.1	• The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids.																
14.1	• Bidder must submit PKR 100,000/- in the form of Payment order as bid security at the time of bid submission.																
3.1 & 16.1	• The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as "ORIGINAL TECHNICAL Proposal" and "ORIGINAL FINANCIAL Proposal" in bold letters.																



ITB Clause	Description
	- The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]. The content of the Technical and Financial Proposal is mentioned in BDS. <u>Following should be the contents of the Technical Proposal Envelope:</u> - Form I of Section III – Authorization Form for Bidder's Representative - Form II of Section III – Technical Bid Submission Form - Form IV of Section III – Technical Compliance Form - Form V of Section III – Undertaking - Form VI of Section III – Declaration of Beneficial Owners - All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <u>Following should be the contents of the Financial Proposal Envelope:</u> - Form-I of Section V – Financial Bid Submission Form - Form-II of Section V – Price Schedule
17	- The Bank's address for Bid submission is Chief Manager State Bank of Pakistan SBP BSC (Bank) Sector G-5/2, Islamabad Telephone: 051-9078-311/319, Fax: 051-9204991 - The Bank 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 31-May-2023 at 03:00 PM (PST).
20	Bids will be opened on 31-May-2023 at 03:30 PM (PST) at the following address: <i>SBPBSC Islamabad, Atta Turk Avenue, G-5/2</i>
26.1	ISB.GSU@sbp.org.pk
29.1	Fifteen percent (15%) increase or decrease of scope of services.
32.1	The successful bidder must furnish a Performance Guarantee amounting to PKR 250,000/- in the form of Payment Order in favor of SB BSC Islamabad.



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 – Bid Security Form/Bank Guarantee**
4. **Form IV – Technical Compliance Form**
5. **Form V – Undertaking**
6. **Form VI – Declaration of Beneficial Owners**



Form I

(Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

IFB No: IFB No. GSU /046897/Car Rental Services / 2023
Title: Procurement of Car Rental Services

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

Official Seal & Signature of Bidder: _____
Date: _____





Form II

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

Date: _____

To:

Chief Manager
SBP Banking Services Corporation
Sector G-5/2, Islamabad.

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 **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will furnish a payment order in favor of SBPBSC Islamabad amounting to PKR 250,000/- as performance security for contract period.

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

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

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

Dated this _____ day of _____ 2023__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



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

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in Appendix A "Description of the Services / Performance Specifications/ Terms of Reference.	
2	All the stated Terms and Conditions of the Contract.	

Seal and Signature of Bidder:_____**General Note**

- *The Financial Bid of the only technically accepted bids will be opened and the bid found to be the Most Advantageous i.e. having fulfilled the mandatory eligibility/qualification criteria and lowest score based on the quoted rates shall be accepted and will be awarded the contract*



Undertaking

Affidavit for Bidder's Blacklisting Status

Dear Sir,

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

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

Seal & Signature of Bidder: _____

Date: _____

2



Section IV: Minimum Eligibility/Qualification Criteria

The mandatory eligibility/qualification criteria is as follows:

Mandatory Requirement		
Sr. #	Evaluation Parameter	Means of Verification
1	The Bidder must appear on the Active Tax Payers List of FBR.	Attach copy of valid NTN certificate, Screenshot of website showing status as "Active" on Active Taxpayer List of FBR.
2	The Bidder must have a minimum of 5 years of experience in providing Car rental services to Public /Private sector organization(s).	Experience Certificate / Work Orders/ Copies of Contracts
3	The Bidder must have a fleet of a minimum of 5 cars of 1300cc or above (not having registration older than 5 years).	Smart card / Registration book in the name of company / business or in the name of owner or one of the owners in case of AOP or sole proprietorship. In case of lease vehicle, share lease documents / contracts.
4.	The Bidder must have a verifiable presence / Liaison Office in Rawalpindi / Islamabad.	Provide complete details on the firm's letterhead..
5.	The bidder must submit an affidavit that it has never been blacklisted or debarred by any organization and is not on the sanctioned list of NACTA (National Counter Terrorism Authority).	Affidavit on stamp paper of Rs. 100/- as per the format given in Form V.
6.	Bid Security	In the form of pay order
7.	Bidder must submit evidence of providing similar scale services to any Public Sector/ Private sector Organizations	3 purchase Orders/ Contracts/ NOAs in last 3 years

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

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

Date: _____

To:

Chief Manager
SBP Banking Services Corporation
Sector G-5/2, Islamabad.

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 **Appendix A** and other terms and conditions of the contract.

If our Bid is accepted, we will furnish payment order amounting to PKR 250,000/- in favor of SBPBSC Islamabad as performance security for contract period.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 20** of the Instructions to Bidders, and it shall remain binding upon us and may be 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 _____ 2023__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



**Price Schedule
(ON BIDDER'S LETTERHEAD)**

Name of Bidders:

Reference No: IFB No. GSU /064253/Car Rental Services / 2022

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

***For outstation overnight duties/stay only.**

Formula for determination of lowest bidder = (A1 * 40 %) + (A2* =60 %)

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%

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

Notes:

- 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.
- Bidder if having registered/declared office within Municipal limits of Rawalpindi/Islamabad 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/or its subsidiaries 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.
- Bidder if having registered/declared office outside the Municipal limits of Rawalpindi/Islamabad will start charging of hourly and kilometer based fare from Islamabad Zero Point or any other designated place as directed by official/s of BANK and/or its subsidiaries and will end at Islamabad Zero Point 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.
- Overnight charges shall be applicable for outstation overnight duties only. Overnight charges shall not be applicable for within station overnight duties



- v. 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.
- vi. No other payment shall be made by the Bank subsidiaries 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 Successful Bidder)

CONTRACT FOR SERVICES

Procurement of Car Rental Services

Between

(SBP Banking Services Corporation)

and

(Name of the Service Provider)

DD-MM-YYYY



Form of Contract

THIS CONTRACT (hereinafter called the "**Contract**") is made on the _____ day of the month of _____, 2022, by and between, SBP Banking Services Corporation, having its principal place of business at Atta Turk Avenue G-5/2, Islamabad, (Hereinafter referred to as "**The Bank**" which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

AND

M/s _____, incorporated/registered under the applicable laws in Pakistan, having its principal office at _____. (Hereinafter called "**The Service Provider**", which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf of the other Part

(The Bank and The Service Provider are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS,

- a) the Bank has requested the Service Provider to provide certain Services as defined in the **Appendix A** to this Contract (hereinafter called the "**Services**");
- b) the Service Provider, having represented to the Bank 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 Bank
 - Appendix C: Focal Persons
 - Appendix D—Contract Price/Rates
 - Appendix E— Schedule of Payments
 - Appendix F— Service Provider's Bid
 - 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 Bank 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 Bank 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-mm-yyyy and continuing through dd-mm-yyyy 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 the Bank	For and on behalf of the Service Provider
<i>[Authorized Representative]</i> (Name, Designation, Official Stamp and signature)	<i>[Authorized Representative]</i> (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

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) **"Bank"** means SBP Banking Services Corporation, Sector G-5/2, Islamabad that signs the Contract for the Services with the selected Service Provider.
- c) **"Contract"** means the legally binding written agreement signed between the Bank and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.
- d) **"Completion Date"** means the date of completion of the Services by the Service Provider as certified by the Bank
- e) **"Day"** means a Gregorian calendar day unless indicated otherwise.
- f) **"GCC"** means these General Conditions of Contract;
- g) **"Government"** means the Government of the Islamic Republic of Pakistan;
- h) **"Party"** means the Bank or the Service Provider, as the case may be, and "Parties" means both of them;
- i) **"Performance Specifications"** means the specifications of the services included in the bidding documents submitted by the Service Provider to the Bank.
- j) **"Service Provider"** means M/s (Name of the Successful Service Provider) registered under Relevant Act/Regulation/Ordinance etc.
- k) **"Services"** means the work to be performed by the Service Provider under this Contract, as described in **Appendix A** hereto.
- l) **"Service Provider's Bid"** means the completed Bidding Documents submitted by the Service Provider to the Bank
- m) **"Sub Service Provider"** means an entity to whom the Service provider intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- n) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented;



1. General Provisions	
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Bank may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Bank or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Inspection and Audit by the Bank	1.7.1. The Service Provider shall upon reasonable notice by the Bank allow the Bank'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 Bank if so required by the Bank.
1.8. Taxes, Duties and other applicable laws.	1.8.1. The Service Provider shall pay its own and its employees' taxes, and the Bank is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. 1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Relationship of Parties	1.9.1. 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	2.1.1. 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 SCC.
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services from the date on NOA, or at such other date as may be specified in the SCC.
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , 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 Sub-Clause 3.11 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	2.5.1. <u>Definition</u> For this Contract, "Force Majeure" means an unforeseeable event that is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or 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 may terminate this contract as per clause 2.6 of the Contract because of Force Majeure. 2.5.2. <u>No Breach of Contract</u> The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this Contract, insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event; - has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and - has informed the other Party as soon as possible about the occurrence of such an event. 2.5.3. <u>Extension of Time</u> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Bank.
2.6. Termination	2.6.1. <u>By the Bank</u> The Bank 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. Commencement, Completion, Modification, and Termination of Contract

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 Bank 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 Bank 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 Bank, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Service Provider

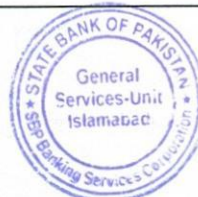
The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Bank, such notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2**:

- a) If the Bank 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.

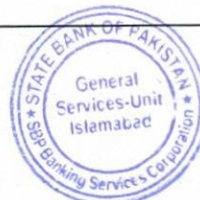
2.6.3. Payment upon Termination

Upon termination of this Contract under **Clauses 2.6.1** or **2.6.2**, the Bank 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 Bank'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 Bank. 3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Bank. 3.1.5. The Service Provider shall promptly notify the Bank of any matter coming to their knowledge that could have a material effect on the business or affairs of the Bank. 3.1.6. The Service Provider shall comply with any code of conduct provided to the Service Provider by the Bank from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Bank.
3.2. Indemnity	3.2.1. The service provider agrees to indemnify the Bank and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.
3.3. Conflict of Interests	3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment. 3.3.2. <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. Obligations of the Service Provider	
	3.3.3. Prohibition of Conflicting Activities Neither the Service Provider nor its affiliates shall engage, either directly or indirectly, in any of the following activities: - 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; - 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; - after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation. 3.4.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent. 3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Bank may reject its bid and/or terminate the contract. .
3.5. Contractual Liability Insurance to be taken out by the Service Providers	3.5.1. 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 Bank, and shall indemnify and keep indemnified the Bank, at all times against any such loss, claim, damage, and charge. However, the Service Provider shall be responsible to indemnify the Bank 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 Bank's claim within the aforesaid period shall authorize the Bank to deduct the claimed amount from the monthly Service Charges payable to The Service Provider. In case the Bank fails to provide the supporting documents to prove the incident, no claim amount will be paid. 3.5.2. The Service Provider at the Bank's request shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6. Service Providers' Actions Requiring Bank's Prior Approval	3.6.1. The Service Provider shall obtain the Bank's prior approval in writing before taking any of the following actions: - entering into a subcontract for the performance of any part of the Services, - changing the schedule of activities; - any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees



3. Obligations of the Service Provider	
	that the Bank will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility. 3.7.2. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee (s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. 3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Bank merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Bank .
3.8. Compliance with all the Regulatory Requirement	3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them. 3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan. 3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.
3.9. Reporting Obligations	3.9.1. The Service Provider shall submit to the Bank the reports and documents specified in Appendix A as and when required by the Bank.
3.10. Documents Prepared by the Service Providers to Be the Property of the Bank	3.10.1. All, reports, and other documents submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the Bank, and the Service Provider shall, upon request from the Bank during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents to the Bank, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents. 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 Damages	3.11.1. <u>Payments of Liquidated Damages</u> The Service Provider shall pay liquidated damages to the Bank as stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Bank 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>Correction for Over-payment</u> If the Intended Completion Date is extended after liquidated damages have been paid, the Bank shall correct any



3. Obligations of the Service Provider	
	overpayment of liquidated damages by the Service Provider by adjusting the next payment. 3.11.3. Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Bank'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	3.12.1. The Service Provider shall provide the Performance Guarantee to the Bank 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 bank acceptable to the Bank 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. 3.12.2. 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 the Bank 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 Bank.

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

5. Obligations of the Bank	
5.1. Provide information about the code of conduct	5.1.1. The Bank shall provide the Service Provider with information on the code of conduct and security procedures. The Bank shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the 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 Facilities	5.3.1. The Bank shall make available to the Service Provider the Services and Facilities listed under Appendix B.
5.4. Assistance and Exemptions	5.4.1. No assistance regarding exemption will be provided by the Bank.

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



6. Payments to the Service Provider	
	price/rates 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. Contact Price Ceiling	6.2.1. The price/rates payable are set forth in the SCC.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards.
7.2. Correction of Defects, and Penalty for Lack of Performance	7.2.1. The Bank shall give notice to the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as Deficiency remains to be corrected.
	7.2.2. 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 Bank's notice.
	7.2.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Bank's notice, the Bank 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 Clause 3.11

8. Resolution of Disputes	
8.1. Disputes Resolution Procedure	8.1.1. If any dispute arises between the parties (The Bank and the Service Provider), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the Director-GSD or any other officer authorized by the Bank at the Bank who will examine the matter in detail and give a decision.
	8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.
8.2.	8.2.1.

9. Corrupt and Fraudulent Practices	
9.1. Corrupt & Fraudulent Practices	9.1.1. The Bank requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines: i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including, - ii. <i>"coercive practices"</i> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; iii. <i>"collusive practices"</i> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;



9. Corrupt and Fraudulent Practices								
	iv. <i>"corrupt practices"</i> which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; v. <i>"fraudulent practices"</i> 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. <i>"obstructive practices"</i> 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. Actions by the Bank	9.2.1. The Bank 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 Bank will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a Bank'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 Bank's contract; and 9.2.3. Under Rule 19 of PPR-2004, "The Bank can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.							
9.3. Mechanism Blacklisting and cross-debarring	9.3.1. Under Rule 19 of PPR-2004, 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: <table border="1"> <thead> <tr> <th>Nature of Offense/Fault</th><th>Means of Verification</th><th>Action By Committee</th></tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td><td> - Results of Bid analysis resulting in substantive evidence of collusion. - Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation - Cross verification of documentary undertaking submitted by Service Provider. </td><td>Blacklisted and cross-debarred for the period up to 10 years.</td></tr> </tbody> </table>		Nature of Offense/Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	- Results of Bid analysis resulting in substantive evidence of collusion. - Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation - Cross verification of documentary undertaking submitted by Service Provider.	Blacklisted and cross-debarred for the period up to 10 years.
Nature of Offense/Fault	Means of Verification	Action By Committee						
Corrupt and Fraudulent Practices	- Results of Bid analysis resulting in substantive evidence of collusion. - Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation - Cross verification of documentary undertaking submitted by Service Provider.	Blacklisted and cross-debarred for the period up to 10 years.						



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9. Corrupt and Fraudulent Practices

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.
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9.3.2. However, such barring action shall be undertaken only after Service Provider has been provided an adequate opportunity of being heard, who is to be barred and blacklisted.

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 Bank and the service provider shall be solely responsible for seeing that a proper receipt is provided.

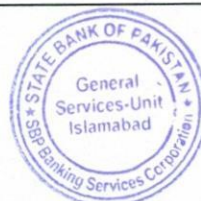
9.3.4. Under **Rule 7 of PPR 2004**, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at Section 6 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Bank.



B. Special Conditions of Contract

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

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]
1.1.1(c)	The Service Provider is [insert name]
1.1.1(e)	The Title & Reference of the procurement is; <i>Procurement of Car Rental Services</i> <i>IFB No. GSU /046897/Car Rental Services / 2023</i>
1.4	The addresses are: Bank: Chief Manager SBP Banking Services Corporation Sector G-5/2, Islamabad Tel: 051-9078-311/319 Email: ***** Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: For the Bank (Nominee of the Bank) o Name: _____ o Designation: _____ For the Service Provider (Nominee of the Service Provider) o Name: _____ o Designation: _____
2.2	The Starting Date for the commencement of Services is <u>dd-mm-yyyy</u> .
2.3	The Intended Completion Date is <u>dd-mm-yyyy</u> . The duration of the contract will be two years from the date of commencement of contract.
3.4	The Service provider while rendering the required services shall not release any information acquired from the Bank due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise.



(Signature)

3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A .																																		
3.11	Bank 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 Bank 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 services. The maximum amount of liquidated damages for the whole contract is Rs. 30,000/-. Once the limit for maximum amount is reached, the Bank may consider termination of the contract.																																		
3.12	The amount of performance guarantee is PKR 250,000/-																																		
5.2	Prices 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: <table><tr><th rowspan="2">Category (C)</th><th colspan="3">1st Year (Rs.)</th><th colspan="3">2nd Year (Rs.)</th></tr><tr><th>Rate per Hour</th><th>Rate per KM</th><th>Overnight Driver Charges</th><th>Rate per Hour</th><th>Rate per KM</th><th>Overnight Driver Charges</th></tr><tr><td>Category 1 (C1)</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Category 2 (C2)</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Category 3 (C3)</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> 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.	Category (C)	1 st Year (Rs.)			2 nd Year (Rs.)			Rate per Hour	Rate per KM	Overnight Driver Charges	Rate per Hour	Rate per KM	Overnight Driver Charges	Category 1 (C1)							Category 2 (C2)							Category 3 (C3)						
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Category 2 (C2)																																			
Category 3 (C3)																																			
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**— Service Provider's Bid
- **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 Islamabad city/adjoining areas of the city. The car rental services may also be required for other cities including but not limited to Islamabad, Sialkot, Gujranwala, Faisalabad, Multan, and Bahawalpur.
- 2) The 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 Bank on a 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 Bank's focal persons of the Bank 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
 - j. 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 BANK 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 BANK 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 Bank 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 Bank)

(If any)



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Appendix C

(Focal Persons)

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



Appendix D

(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 Bank's Official/s.



Appendix F

(Service Provider's Bid)



Appendix G

(Notification of Award)



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Appendix H

(Letter of Acceptance)



(Performance Guarantee)

To:

Chief Manager
SBP Banking Services Corporation
Sector G-5/2, Islamabad

WHEREAS (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract **IFB No. GSU /046897/Car Rental Services / 2023** to "**Procurement of Car Rental Services**" (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the ____ day of _____ 2023.

Signature and seal of the Guarantors

[name of commercial bank or financial institution]

[address]



Appendix J

(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.

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