



BIDDING DOCUMENTS FOR SERVICES

***Procurement of Parking Space & Services for the Employees
of SBP & SBP BSC, Karachi***

(National Open Competitive Bidding under Rule 36 (a) Single Stage One Envelope Procedure of
Public Procurement Rules-2004)

August 2024

Table of Contents

Sections

- **Section I** Invitation to Bid
- **Section II** Instructions to Bidders
- **Section III** Technical Proposal Forms
- **Section IV** Minimum Eligibility/Qualification Criteria
- **Section V** Financial Proposal Forms
- **Section VI** Form of Contract

Appendices:

- Appendix A —Description of the Services
- Appendix B— Services and Facilities Provided by the Bank
- Appendix C— Focal Persons' Details
- Appendix D— Breakup of Contract Price
- Appendix E —Schedule of Payments
- Appendix F— Service Provider's Financial Proposal
- Appendix G— Notification of Award
- Appendix H—Letter of Acceptance
- Appendix I— Performance Guarantee
- Appendix J— Integrity Pact



SBP BANKING SERVICES CORPORATION

Invitation to Bid (ITB)

ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024

SBP Banking Services Corporation invites sealed bids from eligible Bidders registered with relevant tax authorities, who appear on the Active Taxpayers List of FBR, for the **Procurement of Parking Space & Services for Employees of SBP & SBP BSC, Karachi** for a period of three years.

Bidding Documents containing detailed Terms & Conditions etc. may be obtained free of cost upon submission of an email request at gsd.proc2@sbp.org.pk or can be directly downloaded from SBP website at www.sbp.org.pk. In case of any discrepancy/conflict, provisions of Bidding Documents including any addenda posted on the procuring agency website, shall prevail.

A pre-bid meeting will be held on **August 28, 2024 at 11:00 AM** via Zoom Meeting Application. Meeting ID & Password is given in the Bidding Documents. The prospective firms can also obtain the Meeting ID & Passcode through an email request at gsd.proc2@sbp.org.pk

The bids prepared in accordance with the instructions provided in the Bidding Documents must be delivered in a hard copy submitted (in person, or by post) at the address given below on or before **September 09, 2024 at 11:00 AM** which shall be opened on the same day at **11:30 AM** at Learning Resource Centre, State Bank of Pakistan, I.I. Chundrigar Road, Karachi, Pakistan in the presence of representatives of firms who may choose to be present. This Invitation to Bid is also available on websites: www.sbp.org.pk & www.ppra.org.pk

Senior Joint Director
Procurement Division-II
General Services Department
4th Floor, BSC House, State Bank of Pakistan
I.I Chundrigar Road, Karachi
Tel: (021) 3311-5420/5963/5477
Email: gsd.proc2@sbp.org.pk

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 | |
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| 1. Scope of Bid | <p>1.1. SBP Banking Services Corporation – hereinafter referred to as the "Bank", having its principal place of business at I.I. Chundrigar Road, Karachi, Pakistan, wherever the context requires shall be deemed to include its subsidiaries invites sealed bids for Procurement of Parking Space & Services for the Employees of SBP & SBP BSC, Karachi as specified in Section VI (Appendix A).</p> <p>1.2. The procurement title and identification number of the Invitation to Bid (ITB) and resulting Contract(s) are provided in the Bid Data Sheet (BDS).</p> |
| 2. Eligible Bidders | <p>2.1. Except as provided in Instructions to Bidders (ITB) Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the minimum eligibility/qualification criteria given in BDS.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the Bank for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A Bidder declared ineligible 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.</p> <p>2.5. A Bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the Bank, as the Bank shall reasonably request.</p> <p>2.7. Bidders must meet all the qualification criteria as defined in Bidding Documents.</p> |
| 3. Qualification of the Bidder | <p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in Bid Data Sheet (BDS).</p> <p>3.2. All bidders shall provide all the documents with their bids as specified in the BDS.</p> <p>3.3. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p> |
| 4. One Bid per Bidder | <p>4.1. Each Bidder shall submit only one Bid.</p> |
| 5. Cost of Bidding | <p>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.</p> |

| B. Bidding Documents | |
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| 6. Content of Bidding Documents | <p>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:</p> <ul style="list-style-type: none"> i. Invitation to Bid ii. Instructions to Bidders iii. Bid Data Sheet (BDS) iv. Form of Bid v. Forms for Technical Bid vi. Minimum Eligibility/Qualification Criteria vii. Forms for Financial Bid 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 <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents or to submit an incomplete bid that does not fulfill all requirements outlined in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| 7. Clarification of Bidding Documents and Pre-bid Meeting | <p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach the Bank in writing at the given address and by one of the means indicated in the BDS. The Bank 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.</p> <p>7.2. The Bank will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the 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 Scope of Services/Technical Requirements.</p> |
| 8. Amendment of Bidding Documents | <p>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, may amend the Bidding Documents to share any information that becomes necessary for bidding under Rule 23 (3) of PPR-2004. Such amendments shall take precedence over the existing document.</p> <p>8.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on SBP website at www.sbp.org.pk. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.</p> <p>8.3. In order to afford prospective Bidders reasonable time to take the amendment(s) into account in preparing their bids, the Bank may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.</p> |

| C. Preparation of Bids | |
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| 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: <ul style="list-style-type: none"> 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. Bidding Documents (in original) duly signed and stamped on each page/sheet. v. Bid Security in original. vi. Authorization in accordance with the Clause 15.2 of ITB. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the BDS. |
| 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 per Unit per Day rates for the Services described in the Description of Services (or Terms of Reference) and as listed in the Price 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 in the BDS , 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 Pak Rupees 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 agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects. |
| 14. Bid Security | 14.1. The bid security shall be denominated in the currency of the bid: <ul style="list-style-type: none"> i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank; ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Bank before bid submission; |

| C. Preparation of Bids | |
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| | <ul style="list-style-type: none"> iii. be payable promptly upon written demand by the Bank; iv. be submitted in its original form; copies will not be accepted; v. be remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 13.2; vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. 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. <p>14.2. The bid security may be forfeited:</p> <ul style="list-style-type: none"> 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 most advantageous 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 | <p>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 NO. 1." In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>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.</p> <p>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.</p> |

| D. Submission of Bids | |
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| 16. Sealing and Marking of Bids | <p>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 NO. [number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes</p> |

| D. Submission of Bids | |
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| | <p>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].”</p> <p>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.</p> <p>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.</p> |
| 17. Deadline for Submission of Bids | <p>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.</p> <p>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.</p> |
| 18. Late Bids | <p>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.</p> |
| 19. Modification and Withdrawal of Bids | <p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of such modification, including substitution or withdrawal of the bids, is received by the Bank before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid may be modified after the deadline for submission of bids.</p> <p>19.3. 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 will result in forfeiture of bid security of such Bidder.</p> |

| E. Bid Opening and Evaluation | |
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| 20. Bid Opening | <p>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.</p> <p>20.2. For in person meeting, the Bidders' representatives shall sign an attendance sheet as proof of their participation.</p> |
| 21. The Process to be Confidential | <p>21.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Bank to the Bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> |

| E. Bid Opening and Evaluation | |
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| | <p>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the Contract to any person or entity without the Bank's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Bidder, the Bank may reject its bid and/or terminate the Contract.</p> |
| 22. Clarification of Bids | <p>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.</p> |
| 23. Preliminary Examination | <p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/ has been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p> <p>23.5. Bids submitted late will also be rejected.</p> |
| 24. Correction of Errors | <p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> 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; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.</p> |
| 25. Evaluation and Comparison of Bids | <p>25.1. The technical proposals of the only qualified bidders after preliminary examination under ITB Clause 23, shall be examined in detail.</p> <p>25.2. The Bank will evaluate and compare only the bids previously determined to be "most advantageous bid" as defined under Rule 2(1)(h)(i) of PPR-2004 and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given</p> |

| E. Bid Opening and Evaluation | |
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| | <p>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:</p> <ul style="list-style-type: none"> i. Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof. ii. Discount, if any, offered by the Bidders as also read out and recorded at the time of bid opening. <p>25.3. The submitted Technical proposal and other Commercial/Financial Requirements of the bidding documents will be evaluated by determining compliance against the evaluation criteria.</p> <p>25.4. The Financial Proposals of the only technically accepted/qualified bids will be accepted and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Bank, provided such waiver does not prejudice or affect the relative ranking of any other Bidders.</p> |
| 26. Contacting the Bank | <p>26.1. Subject to Clause 22 of ITB heretofore, no Bidder shall contact the Bank on any matter related to its Bid from the time of Bid opening to the time, the bid evaluation results are announced by Bank. The evaluation results shall be announced as under:</p> <ul style="list-style-type: none"> i. Evaluation Report would be posted on PPRA and SBP websites for fifteen (15) days. <p>26.2. Any Bidder feeling aggrieved by any act of Bank may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.</p> |

| F. Award of Contract | |
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| 27. Award Criteria | <p>27.1. The contract will be awarded to the Most Advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.</p> |
| 28. Bank's Right to Reject all the Bids | <p>28.1. 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 Bank will not be liable to provide any justification for the grounds of rejection. Notice</p> |

| F. Award of Contract | |
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| | of the rejection of all the bids shall be given promptly to all the Bidders. |
| 29. Bank's Right to Vary Scope of services at Time of Award | 29.1. The Bank reserves the right at the time of contract award to increase or decrease in scope of services without any changes 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 Agreement | <p>30.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the Most Advantageous Bidder in writing via registered letter/email, that its bid has been accepted.</p> <p>30.2. The Notification of Award will constitute the formation of the Contract.</p> <p>30.3. Upon the most advantageous Bidder's furnishing of the Performance Guarantee according to ITB Clause 32.1, the Bank will discharge its bid security.</p> <p>30.4. The Most Advantageous Bidder shall sign Contract on stamp paper after paying stamp duty as per applicable Stamp Duty Act and will return it to the Bank within twenty one (21) days of receipt of the Contract Form.</p> |
| 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 applicable laws. |
| 32. Performance Guarantee | <p>32.1. After the receipt of Notification of Award, the Most Advantageous Bidder, within the specified time, shall deliver to the Bank, a Performance Guarantee in the amount and in the form stipulated in the BDS.</p> <p>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 next Most Advantageous bidder.</p> <p>32.3. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 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; 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. |
| 33. Advance Payment and Security | 33.1. 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 |

| F. Award of Contract | | | | | | | |
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| | 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 | <p>35.1. It is the Bank's policy to require that Bidder shall observe the highest standard of ethics during the procurement and execution of such Contract. In pursuit of this policy, the Bank follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p><i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i></p> <ul style="list-style-type: none"> i. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and v. "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;" | | | | | | |
| | 35.2. Under Rule 19 of PPR-2004 , the 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: | | | | | | |
| | | <table border="1"> <thead> <tr> <th style="text-align: center;">Nature of Offense/ Fault</th> <th style="text-align: center;">Means of Verification</th> <th style="text-align: center;">Action By the Committee</th> </tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td> <td>• Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</td> <td>Blacklisted and cross-debarred for</td> </tr> </tbody> </table> | 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. |
| 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. | Blacklisted and cross-debarred for | | | | | |

F. Award of Contract

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| | <ul style="list-style-type: none"> • 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. | 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 the Bid Form / Bid Securing Declaration. | Failed to abide with Bid Form / Bid Securing Declaration. | Blacklisted and cross-debarred for the period up to 06 months. |

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 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

| F. Award of Contract | |
|---|---|
| | <p>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.</p> <p>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 with the Bank.</p> <p>iii. A Bidder (including its Personnel) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of</p> <ul style="list-style-type: none"> 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. <p>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</p> |
| 36. Overriding Effect of PPR-2004 | 36.1. Whenever in conflict with these documents, the stipulation of PPR-2004 shall prevail. |
| 37. Beneficial Ownership Information | <p>37.1. For Services worth Rs.50 Million or above, the Bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, Bank shall:</p> <ul style="list-style-type: none"> i. Blacklist the said company in accordance with Rule 19(1)(a) of Public Procurement Rules, 2004, ii. Reject the bid of the said company. |

G. Bid Data Sheet (BDS)

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

| ITB Clause | Description | | | | | | | | | | | | | | |
|------------|--|-------|----------------------|----|--|-----|--|------|--|-----|---|----|---|-----|--|
| 1.1 | <ul style="list-style-type: none"> ● Procurement Title: <i>Procurement of Parking Space & Services for the Employees of SBP & SBP BSC, Karachi</i> ● Reference Number: <i>ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024</i> ● Procurement Method: <i>National Open Competitive Bidding as per Rule 21 of PPR-2004,</i> ● Procurement Procedure: <i>“Single Stage One Envelope Procedure” under Rule 36 (a) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004.</i> ● Technical and financial proposals/bids shall be opened on the same day. | | | | | | | | | | | | | | |
| 2.7 & 3.2 | <p>The mandatory eligibility/qualification criteria is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. #</th> <th style="text-align: center;">Evaluation Parameter</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td> <td>The Bidder must appear on the Active Tax Payers List of FBR.</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>The Bidder must be the legal owner/authorized contractor of the parking space.</td> </tr> <tr> <td style="text-align: center;">iii.</td> <td>The Bidder must provide parking space/services within the vicinity (800 meters) of State Bank of Pakistan, Head Office Complex, I.I. Chundrigar Road, Karachi.</td> </tr> <tr> <td style="text-align: center;">iv.</td> <td>The Bidder must have sufficient parking space for at least 300 Motor Vehicles (4 Wheel) & 400 Motor Cycles.</td> </tr> <tr> <td style="text-align: center;">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 style="text-align: center;">vi.</td> <td>The bidder must submit Bid Security of Rs. 495,000/- (Rupees Four Hundred Ninety Five Thousand Only) in favor of SBP BSC (FTN# 9022604-6).</td> </tr> </tbody> </table> <p>Notes:</p> <ul style="list-style-type: none"> <i>i. The responses should be submitted in sealed envelopes.</i> <i>ii. 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 be the legal owner/authorized contractor of the parking space. | iii. | The Bidder must provide parking space/services within the vicinity (800 meters) of State Bank of Pakistan, Head Office Complex, I.I. Chundrigar Road, Karachi. | iv. | The Bidder must have sufficient parking space for at least 300 Motor Vehicles (4 Wheel) & 400 Motor Cycles. | 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. | The bidder must submit Bid Security of Rs. 495,000/- (Rupees Four Hundred Ninety Five Thousand Only) in favor of SBP BSC (FTN# 9022604-6). |
| Sr. # | Evaluation Parameter | | | | | | | | | | | | | | |
| i. | The Bidder must appear on the Active Tax Payers List of FBR. | | | | | | | | | | | | | | |
| ii. | The Bidder must be the legal owner/authorized contractor of the parking space. | | | | | | | | | | | | | | |
| iii. | The Bidder must provide parking space/services within the vicinity (800 meters) of State Bank of Pakistan, Head Office Complex, I.I. Chundrigar Road, Karachi. | | | | | | | | | | | | | | |
| iv. | The Bidder must have sufficient parking space for at least 300 Motor Vehicles (4 Wheel) & 400 Motor Cycles. | | | | | | | | | | | | | | |
| 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. | The bidder must submit Bid Security of Rs. 495,000/- (Rupees Four Hundred Ninety Five Thousand Only) in favor of SBP BSC (FTN# 9022604-6). | | | | | | | | | | | | | | |
| 7.3 | <p>A Pre-Bid meeting will be held on August 28, 2024 at 11:00 AM via Zoom Application.</p> <p>Zoom Meeting ID & Password are given as:</p> <p>Meeting Link: https://us04web.zoom.us/j/6818704169?pwd=WtB8OhYeShtPcx1mjGq92jYRWO P3Ue.1&omn=79126766088</p> <ul style="list-style-type: none"> ● Meeting ID: 681 870 4169 | | | | | | | | | | | | | | |

| ITB Clause | Description |
|------------|---|
| | <ul style="list-style-type: none"> ● Password: Sbp@2024 <p>Bidders are encouraged to attend the pre-bid meeting.</p> |
| 11.4 | <ul style="list-style-type: none"> ● 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 or change in any applicable laws 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. |
| 13.1 | <ul style="list-style-type: none"> ● The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids. |
| 14.1 | <ul style="list-style-type: none"> ● Bid Security of Rs. 495,000/- in favor of SBP BSC shall be enclosed along with the Technical Bid. ● Any bid found without sufficient Bid Security will be rejected instantly. (In the case of Bank Guarantee, it must remain valid 28 days beyond the bid validity period). |
| 3.1 & 16.1 | <ul style="list-style-type: none"> ● The Original Bid shall comprise of 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. ● 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> <ol style="list-style-type: none"> 1. TECH Form I of Section III – Authorization Form for Bidder’s Representative 2. TECH Form II of Section III – Technical Bid Submission Form 3. TECH Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order 4. TECH Form IV of Section III – Technical Compliance Form 5. TECH Form V of Section III – Undertaking 6. TECH Form VI of Section III – Declaration of Beneficial Owners’ Information 7. 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> <ol style="list-style-type: none"> 1. FIN Form-I of Section V – Financial Bid Submission Form 2. FIN Form-II of Section V – Price Schedule |

| ITB Clause | Description |
|------------|---|
| | <p>Note: Technical and financial proposals/bids will be opened on same day.</p> <ul style="list-style-type: none"> • Important Note: <ol style="list-style-type: none"> i. The above-mentioned forms are pre-requisite. Non-availability of the above-mentioned documents will result in the rejection of a bid. |
| 17 | <p>The bids must be submitted no later than: <u>September 09, 2024, 11:00 AM (Karachi Local Time)</u></p> <p>The Bid submission address is:</p> <p style="text-align: center;">Senior Joint Director, Procurement Division II General Services Department (GSD) BSC House, State Bank of Pakistan I.I. Chundrigar Road, Karachi Tel: +92-21-3311-5420/5963/5477 gsd.proc2@sbp.org.pk</p> |
| 20 | <p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p style="text-align: center;">Learning & Resource Center/Heritage Meeting Room, State Bank of Pakistan, I.I. Chundrigar Road, Karachi</p> <p>Date & Time of Bid Opening: <u>September 09, 2024, 11:30 AM (Karachi Local Time)</u></p> |
| 26.1 | Email Address for Queries gsd.proc2@sbp.org.pk |
| 29.1 | Fifteen percent (15%) increase or decrease in scope of services. |
| 32.1 | The most advantageous bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price in the shape of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank, or in another form acceptable to the Bank, no later than the date specified in the Letter of acceptance. The Bank Guarantee must remain valid 28 days beyond the Contract's expiry date. |

Section III: Forms for Technical Bid

1. **TECH Form I – Authorization Form for Bidder’s Representative**
2. **TECH Form II – Technical Bid Submission Form**
3. **TECH Form III – Bid Security Form/Bank Guarantee**
4. **TECH Form IV – Technical Compliance Form**
5. **TECH Form V – Undertaking**
6. **TECH Form VI – Declaration of Beneficial Owners’ Information**

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

TECH Form I

(Authorization Form for Bidder's Representative)

(ON BIDDER'S LETTERHEAD)

Date: _____

ITB No: ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024
Title: Procurement of Parking Space & Services for the Employees of SBP & SBP
BSC, Karachi

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./Ms. <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: | _____ |

TECH Form II

(Technical Bid Submission Form)
(ON BIDDER'S LETTERHEAD)

Date: _____

To:

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

Dear Sir:

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

We 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 obtain a bank guarantee in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

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 _____ 20__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Over Stamp Paper

(Bid Security Form/Bank Guarantee)

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

Beneficiary: [insert: Name and Address of Bank]

Date: [insert: date]

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

Whereas, M/s ----- (hereinafter called "the Service Provider") has submitted its Bid dated ----- for Procurement of Parking Space & Services for the Employees of SBP & SBP BSC, Karachi (hereinafter called "the Bid").

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

Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

Name: in the capacity of

Signed: _____ [Signature of the Commercial Bank]

Dated on day of 20

TECH Form IV

**Technical Compliance Form
(ON BIDDER'S LETTERHEAD)**

| Sr.# | Description | Bidder Response (Yes/No) |
|-------------|--|-------------------------------------|
| 1 | All the requirements mentioned in Appendix A "Description of the Services/Terms of Reference. | |
| 2 | All the stated Terms and Conditions of the Contract. | |
| 3 | The Bid is unconditional. | |

Seal and Signature of Bidder: _____

General Note:

- *The Minimum Eligibility/Technical Compliance will be evaluated by determining compliance against the minimum eligibility/qualification/evaluation criteria.*
- *The bid found to be the Most Advantageous i.e. having qualified the minimum eligibility/technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract*

(Over Stamp Paper of Rs. 100)

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 and/or Performance Guarantee as the case may be, and termination of the contract.

Seal & Signature of Bidder: _____

Date: _____

TECH Form VI

(ON BIDDER'S LETTERHEAD)

Declaration of Beneficial Owners' Information

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

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

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

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

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

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

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

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

Name of Authorized Person: _____

Title of the person signing the Response: _____

Signature of the person named above: _____

Date: _____

Section IV: Minimum Eligibility/Qualification Criteria

| 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 be the legal owner/authorized contractor of the parking space. | Proof of agreement/ lease or any other valid proof to rent out the proposed space |
| 3 | The Bidder must provide parking space/services within the vicinity (800 meters) of State Bank of Pakistan, Head Office Complex, I.I. Chundrigar Road, Karachi. | Complete details of property with Map |
| 4. | The Bidder must have sufficient parking space for at least 300 Motor Vehicles (4 Wheel) & 400 Motor Cycles. | Complete details of property with Map |
| 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 TECH Form 5. |
| 6. | The Bidder must submit Bid Security of Rs. 495,000/- (Rupees Four Hundred Ninety Five Thousand Only) in favor of SBP BSC (FTN# 9022604-6). | In the shape of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank as per format given at TECH Form 3. |

Seal and Signature of Bidder: _____

Section V: Forms for Financial Bid

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

Form I

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

Date: _____

To:

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

Dear Sir:

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

We 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 obtain a bank guarantee in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

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 _____ 2024__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form-I

Price Schedule
(ON SERVICE PROVIDER'S LETTERHEAD)

Name of the Bidder _____

Reference Number: **ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024**

| # | Description | Quantity | Service Charges Per Unit Per Day (Rs.) | Total Monthly Service Charges (Rs.) <i>(Exclusive of SST)</i> | Applicable Sindh Sales Tax (SST) | Total Monthly Service Charges (Rs.) |
|---|--------------------------|----------|--|--|----------------------------------|-------------------------------------|
| | | Q | A | B = QxAx30 | C=BxSST% | D=B+C |
| 1 | Motor Vehicle (4 wheels) | 300 | | | | |
| 2 | Motorcycle/Scooter | 400 | | | | |
| Total Amount (Rs.) | | | | | | |
| <i>Note: For implication purposes, a month has been standardized for 30 days.</i> | | | | | | |

Total Monthly Amount in Words: (Rupees _____)

Notes:

- i. Bidders must quote rates separately for both the categories which should include all of their charges, expenses, taxes, overheads etc. whatsoever.
- ii. Parking timings are 12 Hours daily from 8:00 a.m to 8:00 p.m on all working days without any interruption on whatsoever grounds.
- iii. No other payment shall be made by the Bank subsidiaries on any grounds whatsoever except the above quoted rates / charges.
- iv. The deduction for non-provision of services shall be made on pro-rata basis.

Deduction Against Interrupted Services = No. of Motor Vehicles or Motor Cycles × Per Unit Per Day Service Charges × No. of Days of Interrupted Services

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 Parking Space & Services for the Employees of SBP & SBP BSC, Karachi

Between

SBP Banking Services Corporation (SBP BSC)

and

(Name of the Most Advantageous Bidder)

DD-MM-YYYY

Form of Contract

THIS CONTRACT (hereinafter called the “**Contract**”) is made on the _____ day of the month of _____, 2024, between, SBP Banking Services Corporation, (Hereinafter referred to as “**Client**” which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

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 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 *Procurement of Parking Space & Services for the Employees of SBP & SBP BSC, Karachi* for which purpose the Client issued an Invitation to Bid *ITB No. GSD (Proc. II) /GSD-Parking Services/****/2024*, 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 Bidders (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 & Terms of Reference
 - Appendix B: Services and Facilities Provided by the Bank
 - Appendix C: Focal Persons
 - Appendix D— Breakdown of the Contract Price
 - 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 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-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 Client <i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i> | For and on behalf of the Service Provider <i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i> |
| | |
| 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 | <p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> 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 ; g) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; h) Performance Specifications” means the specifications of the services included in the bidding documents submitted by the Service Provider to the Client. i) “Services” means the work to be performed by the Service Provider under this Contract, as described in Appendix A hereto; j) “Service Provider’s Bid” 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 | 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 Client may approve. |
| 1.6. Authorized Representatives | 1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC. |
| 1.7. Inspection and Audit by the Client | 1.7.1. 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 |

| 1. General Provisions | |
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| | 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. | <p>1.8.1. 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.</p> <p>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.</p> |
| 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 | |
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| 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 within thirty (30) days after the Contract becomes effective, 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 services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004 . |
| 2.5. Force Majeure | <p>2.5.1. <u>Definition</u></p> <p>For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per Clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. <u>No Breach of Contract</u></p> |

| 2. Commencement, Completion, Modification, and Termination of Contract | |
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| | <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ul style="list-style-type: none"> 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. <p>2.5.3. <u>Extension of Time</u></p> <p>Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p> |
| 2.6. Termination | <p>2.6.1. <u>By the Client</u></p> <p>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):</p> <ul style="list-style-type: none"> 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 Clientrupt; 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. <p>2.6.2. <u>By the Service Provider</u></p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2:</p> |

| 2. Commencement, Completion, Modification, and Termination of Contract | |
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| | <p>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.</p> <p>2.6.3. Payment upon Termination</p> <p>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:</p> <p>a) Payment of services under Clause 6 for Services satisfactorily performed by the Service Provider before the effective date of termination;</p> <p>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.</p> |

| 3. Obligations of the Service Provider | |
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| 3.1. General | <p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services, 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.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p>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.</p> <p>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.</p> |
| 3.2. Indemnity | <p>3.2.1. The Service Provider agrees to indemnify the Client 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.</p> |
| 3.3. Conflict of Interests | <p>3.3.1. <u>Service Provider and Service Provider’s employee (s) Not to Benefit from Commissions and Discounts.</u></p> |

| 3. Obligations of the Service Provider | |
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| | <p>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.</p> <p>3.3.2. <u>Service Provider and Affiliates Not to be Otherwise Interested in Project</u></p> <p>The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and their 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.</p> <p>3.3.3. <u>Prohibition of Conflicting Activities</u></p> <p>Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract; b) during the term of this Contract, neither the Service Provider nor their Affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC. |
| 3.4. Confidentiality | <p>3.4.1. 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.</p> <p>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 Client’s prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Client may reject its bid and/or terminate the Contract.</p> |
| 3.5. Contractual Liability Insurance to be taken out by the Service Providers | <p>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 Client, and shall indemnify and keep indemnified the Client, at all times against any such 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</p> |

| 3. Obligations of the Service Provider | |
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| | <p>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.</p> <p>3.5.2. 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.</p> |
| 3.6. Service Providers' Actions Requiring Client's Prior Approval | <p>3.6.1. The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC. |
| 3.7. Independent Service Provider Status | <p>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 that the Client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>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.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the Client merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Client.</p> |
| 3.8. Compliance with all the Regulatory Requirement | <p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>3.8.2. The Service Provider will ensure that all the applicable regulatory requirements are fully met and accordingly</p> |

| 3. Obligations of the Service Provider | |
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| | <p>indemnify the Client against any claims with regards to the above.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure compliance with the Applicable Law.</p> |
| 3.9. Reporting Obligations | 3.9.1. The Service Provider shall submit to the Client the reports and documents specified in Appendix A (if any) 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 Damages | <p>3.11.1. <u>Payments of Liquidated Damages</u></p> <p>The Service Provider shall pay liquidated damages to the Client at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> <p>3.11.2. <u>Correction for Over-payment</u></p> <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>3.11.3. <u>Lack of performance penalty</u></p> <p>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 as specified in SCC.</p> |
| 3.12. Performance Guarantee | <p>3.12.1. 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 the shape of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank, or in another form acceptable to the Bank. The Bank Guarantee must remain valid 28 days beyond the Contract's expiry date.</p> <p>3.12.2. The Performance guarantee may be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 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 |

| 3. Obligations of the Service Provider | |
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| | <ul style="list-style-type: none"> 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 | |
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| 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 Client | |
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| 5.1. Provide information about the code of conduct | 5.1.1. The Client shall provide the Service Provider with information on the code of conduct and security procedures. The Client 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 Client shall make available to the Service Provider the Services and Facilities listed under Appendix B . |
| 5.4. Assistance | 5.4.1. No assistance regarding any type of regulatory exemption related to contract execution will be provided by the Client. |

| 6. Payments to the Service Provider | |
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| 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 Clause 2.4 . |
| 6.2. Contract Price Ceiling | 6.2.1. The price/rates payable are set forth in the SCC. |
| 6.3. Terms and Conditions of Payment | 6.3.1. Payments will be made to the Service Provider according to the payment schedule stated in the SCC. |

| 7. Quality Control | |
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| 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 and Penalty for Lack of Performance | 7.2.1. The Client 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. Quality Control | |
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| | <p>7.2.2. Every time notice 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.</p> <p>7.2.3. 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 Clause 3.11</p> |

| 8. Resolution of Disputes | |
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| 8.1. Arbitration | 8.1.1. 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 an arbitration under Arbitration Act, 1940 . |

| 9. Corrupt and Fraudulent Practices | |
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| 9.1. Corrupt & Fraudulent Practices | <p>9.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> 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> 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> means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; iv. <i>"corrupt practices"</i> 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> 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> 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 Client | 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. Corrupt and Fraudulent Practices

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 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:

| Nature of Offense/Fault | Means of Verification | Action By Committee |
|----------------------------------|--|---|
| Corrupt and Fraudulent Practices | <ul style="list-style-type: none"> • 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 Clienting Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. | Blacklisted and cross-debarred for the period up to 10 years. |
| Performance Deficiencies | <ul style="list-style-type: none"> • 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. |

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 Client 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

9. Corrupt and Fraudulent Practices

format attached hereto at **Section 6** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.

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 |
|----------------------|--|
| 1.4 | <p>The addresses are:</p> <p>Client:</p> <p align="center">Head-General Services Department SBP Banking Services Corporation 4th Floor, BSC House, I.I Chundrigar Road, Karachi Tel: 021-3311-***** Email: *****</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Tel/Mob# _____</p> <p>Email: _____</p> |
| 1.6 | <p>The Authorized Representatives are:</p> <p>For the Client (Nominee of the Client)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____ <p>For the Service Provider (Nominee of the Service Provider)</p> <ul style="list-style-type: none"> ○ Name: _____ ○ Designation: _____ |
| 2.2 | <p>The Starting Date for the commencement of Services is <u>dd-mm-yyyy.</u></p> |
| 2.3 | <p>The Intended Completion Date is <u>dd-mm-yyyy.</u></p> <p>The duration of the contract shall be three years subject to the existence of a valid lease/rental agreement/legal arrangement between the Service Provider and the Land owner.</p> |
| 3.4 | <p>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.</p> <p>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.</p> |

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| | In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Client may terminate the contract. |
| 3.9 | The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A . |
| 3.11 | Client can impose liquidated damages @ Rs. 5,000/- per instance in case of non-compliance of any requirement defined in Appendix A of contract agreement. 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 services. The maximum amount of liquidated damages for the whole contract is Rs. 150,000/-. Once the maximum amount is reached, the Client may consider termination of the contract. |
| 3.12 | The amount of performance security is 5% of the total contract amount, which should remain valid 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 amount is [insert amount in PKR]. |
| 6.3 | Payment will be made on monthly basis after receipt of invoice/s as per approved rates/parking charges subject to confirmation of satisfactory services by the representative of Internal Bank Security Department/or designated Client's Official/s. |

Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services & Terms of Reference
- **Appendix B**— Services and Facilities Provided by the Client
- **Appendix C**— Focal Persons
- **Appendix D**— Breakdown of the Contract Price
- **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

Description of the Services and Terms of Reference

- 1) The service provider shall provide the required Space / facilities for parking of 300 Motor vehicles (four wheel) and 400 Motor Cycles in a specific area allocated to SBP & SBP BSC. The space should be properly demarked on chart / map and suitably marked for exclusive parking of vehicles / motorcycles of SBP & SBP BSC's employees.
- 2) Parking Space Dimensions for Motor Vehicles. The minimum size of a standard parking space shall be nine feet wide and eighteen feet long as per international standards.
- 3) The service provider must provide parking space / facilities for 12 hours daily i.e. from 8:00am to 8:00pm on all working days without any interruption on whatsoever grounds.
- 4) The service provider shall comply with all laws of the land, necessary or relevant for performance of the Contract.
- 5) The service provider should deploy suitable number of his own paid staff who will be responsible to guide the Clients' employees for parking.
- 6) The service provider will also deploy suitable number of his own paid staff (in uniform) for security of the parked vehicles.
- 7) The service provider shall make arrangements to prevent parking of vehicles in SBP specified areas by other cars/motorcycles.
- 8) The service provider will take care of safety of the parked vehicles / motor cycles. In case of any damage / theft / breakage of parts etc. to any vehicle / motorcycle, the service provider shall be responsible to make the same good as per actual loss without any recourse. Further, despite expiry of the contract period if there is any claim of damage / theft etc. the service provider is liable to make the same good without any plea of expiry of Contract. If the service provider fails to compensate the loss, the Client reserves the right to deduct the cost of actual loss from the amount/s payable to the service provider and forfeit the Performance Security and consider termination of the Contract.
- 9) At its sole discretion, the Client may deploy its own staff at the parking space / area for facilitation. However, in no case it will discharge the service provider of its responsibilities.
- 10) The service provider shall make suitable lighting arrangement and CCTV coverage (with availability of 30 days recording) and uninterrupted electric power supply at the parking area so that the SBP Employees may utilize the parking facilities conveniently.
- 11) The service provider shall make suitable arrangements at the parking area to prevent entry of unauthorized persons/ potential criminals.
- 12) The service provider will coordinate with designated official of the Internal Bank Security Department in case of any emergency and / or parking related issue.
- 13) The service provider shall ensure ample pedestrian sidewalk for exit of the employees after parking their vehicles.
- 14) The service provider shall arrange leveling/ hard standing of ground, cleaning and sprinkling of water on all working days in the parking area to prevent dust.

- 15) The space should have adequate and properly installed drainage system.
- 16) The contract amount / lump sum remuneration will remain same and payable by the Client on monthly basis provided:
- i. Total No. 300 motor vehicles (4 wheels) and 400 Motor Cycles / Scooters are regularly provided sufficiently earmarked space for parking.
 - ii. Motor vehicles and motor cycles / scooters in use of all of following categories of persons is ensured/managed on the same place:
 - Ex-Employees / dependents of retired employees of both of SBP & SBP BSC
 - Staff engaged on the basis of daily wages by SBP & SBP BSC
 - Official visitors of SBP & SBP BSC or
 - Any other category to be specified by the Client.
- 17) In case of interruption of services, amount will be deduct from monthly invoice on pro rata basis.
- 18) The service provider will be responsible for resolving any dispute that may arise amongst the parties utilizing the subject parking area.
- 19) The service provider should provide the parking space/facilities within 15 days or earlier after signing of the Contract.

Appendix B

(Services and Facilities Provided by the Client)
Not Applicable

Appendix C

(Focal Persons)

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

Appendix D

**(Breakdown of Contract Price)
To be added at the time of contract**

Appendix E

(Schedule of Payments)

Payment will be made on monthly basis after receipt of invoice/s as per approved rates/parking charges subject to confirmation of satisfactory services by the representative of Internal Bank Security Department / or designated Client's Official/s.

Appendix F

(Service Provider's Bid)

Appendix G

(Notification of Award)

Appendix H

(Letter of Acceptance)

(Performance Guarantee)

To:

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

WHEREAS **[Name of the Most Advantageous Bidder]** (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract *ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024* to “**Procurement of Parking Space & Services for Employees of SBP & SBP BSC, Karachi**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank guarantee by a reputable Bank for the sum specified therein as 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 _____ 20_.

Signature and seal of the Guarantors

[Name of Bank or financial institution]

[address]

(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**

Contract Title: *Procurement of Parking Space & Services for the Employees of SBP & SBP BSC, Karachi*

Contract No. *ITB No. GSD (Proc. II) /GSD-Parking Services/110129/2024*

Contract Value: _____

[Name of the Most Advantageous Bidder] 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, *[Name of the Most Advantageous Bidder]* 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.

[Name of the Most Advantageous Bidder] 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.

[Name of the Most Advantageous Bidder] 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, *[Name of the Most Advantageous Bidder]* 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 *[Name of the Most Advantageous Bidder]* 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*****