

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

(As per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA-I

To be filled and Uploaded on PPRA Website in Respect of All Public Contract of Works, Services & Goods

Ø NUMBER OF ORGANIZATION/DEPTT State Bank of Pakistan SBP BSC Bank Hyderabad Office

Ø FEDERAL/ PROVINCIAL GOVT Other

Ø TITLE OF CONTRACT **JANITORIAL, GARDENING AND MAINTENANCE SERVICES AT SBP BSC HYDERABAD**

Ø TENDER NUMBER **Reference No: ED/18668/OS-2024**

Ø BRIEF DESCRIPTION OF CONTRACT **Annual Janitorial and Technical Services Contract**

Ø TENDER VALUE Rs **9,526,878.96**

Ø ENGINEER'S ESTIMATE Rs **12,158,172/-**

(For civil Works only)

Ø ESTIMATED COMPLETION PERIOD **Annual Term**

Ø WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? YES/NO  
Yes

Ø ADVERTISEMENT:

(i) PPRA Website Yes/No **TS533813E**  
(Federal Agencies)

(ii) News Papers Yes/No Yes  
(If yes give names of newspaper and dates) **• Business Recorder (KLI) • Express (KLI) • Awami Awaz (K)**

Ø TENDER OPENED ON (DATE & TIME) **21-Mar-2024 at 11-30 AM**

Ø NATURE OF PURCHASE LOCAL/ INTERNATIONAL Local

Ø EXTENSION IN DUE DATE (IF ANY) YES/NO. No

Ø NUMBER OF TENDER DOCUMENTS SOLD Bidder Directly collected from PPRA & SBP Websites

(Attach list of buyers) **M/s Pak Multi Services  
M/s SSKO Technical Services  
The caretakers Human esources Services (Pvt) Ltd.**

WHETHER QUALIFICATION CRITERA WAS INCLUDED IN NODDING / TENDER

DOCUMENTS Yes (Yes/No)

(if yes enclose a copy)

Ø Whether bid Evaluation criteria was included in Bidding/ tender documents Yes (Yes/No)

(if yes enclose a copy)

Ø Which method of procurement was used:- (Tick one)

a. SINGLE STAGE-ONE ENVELOPE PROCEDURE \_\_\_\_\_

b SINGLE STAGE-TWO ENVELOPE PROCEDURE \_\_\_\_\_

c. TWO STAGE BIDDING PROCEDURE \_\_\_\_\_

d. TWO STAGE TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_


PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (I-E EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)

WHO is the APPROVING AUTHORITY State Bank of Pakistan Banking Services Corporation

Ø WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

Ø NUMBER OF BIDS RECEIVED **Three**

Ø Whether the successful bidder was lowest bidder Yes Yes/No

Ø Whether Integrity Pact was signed NA Yes/No

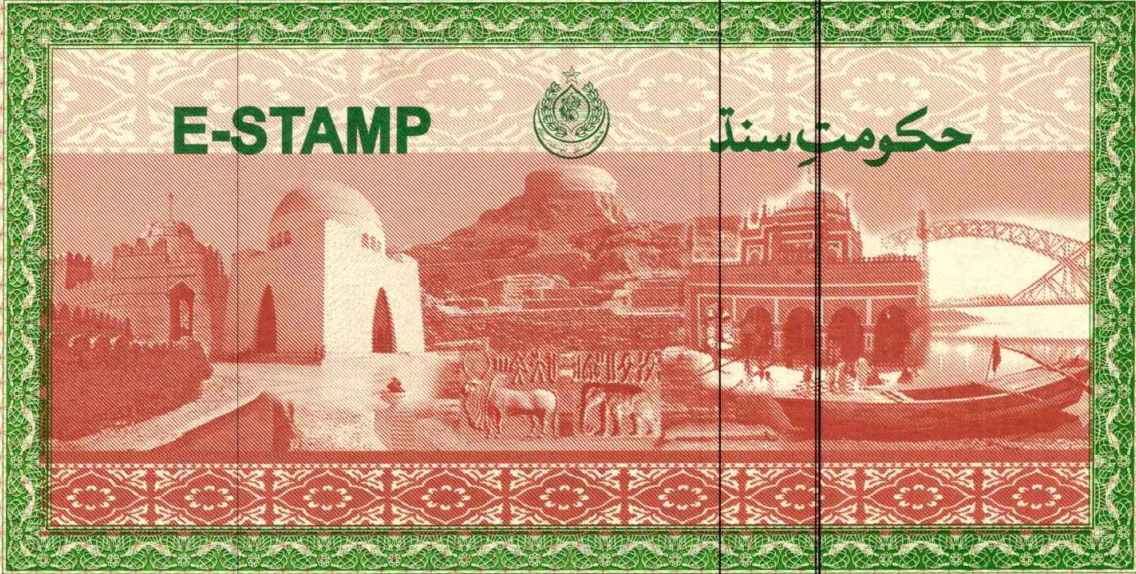
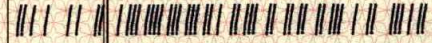
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)  
(As per Rule 47 of PP Rules, 2004)  
CONTRACT AWARD PROFORMA-II

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NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	State Bank of Pakistan SBP BSC Bank Hyderabad
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	<b>The caretakers Human Resources Services (Pvt) Ltd Suit # C-5-C, Khayaban-e-Ittehad Road, Phase II/VII Commercial Area ( DHA) Karachi.</b>
RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i-e 1st, 2nd, 3rd EVALUATION BID).	<b>1st</b>
NEED ANALYSIS (Why the procurement was necessary?)	<b>Annual Janitorial and Technical Services Contract</b>
IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	NA
WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS (Yes/No)	Yes
DATE OF CONTRACT SIGNING (Attach a copy of agreement)	<b>30-May-2024 (Copy attached)</b>
CONTRACT AWARD PRICE           Rs.	<b>9,526,878.96</b>
WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (YES/NO) (Attach a copy of Bid Evaluation Report)	<b>Yes (Attached)</b>
ANY COMPLAINT RECEIVED (If yes result thereof)	No
ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (if yes give details) Yes/No	No
ANY DEVIATION FROM QUALIFICATION CRITERIA (if yes give details) Yes/No	No
SPECIAL CONDITIONS, IF Any (Give Brief Description)	NA



1431301



NBP-0002-2405220004664363

GoS-KHI-16C0C0C89BB97FC

**Non-Judicial**

**Rs 33,345/-**

Description	: Contract - 15(a)
Principal	: STATE BANK OF PAKISTAN [90226046]
Contractor	: The Care Takers Human Recourses Services Pvt. Ltd [74703407]
Applicant	: Asif Ghori [41304-9285376-3]
Stamp Duty Paid by	: The Care Takers Human Recourses Services Pvt. Ltd [74703407]
Issue Date	: 22-May-2024, 09:03:21 AM
Paid Through Challan	: 2024A713BFA4AD05
Amount in Words	: Thirty Three Thousand Three Hundred and Forty Five Rupees Only

Please Write Below This Line

**SECTION VIII-Contract for Procurement of Janitorial, Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation Hyderabad**

This Contract Procurement of Janitorial, Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation Hyderabad is made at Hyderabad the 30 day of the month of May 2024.

**BETWEEN**

**SBP Banking Services Corporation** established under SBP Banking Service Corporation Ordinance 2001, having its office located at **Thandi Sarak Hyderabad** represented by the **Chief Manager** (hereinafter referred as "**SBP BSC**") (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of the First Part.

**AND**

M/s. **The Caretakers Human Resources Services (Pvt) Ltd** a partnership firm having its office located at **Suit # 2 C-5-C, Khayaban-e-Ittehad Road Phase VII Commercial Area (DHA) Karachi** represented by **Mr. Muhammad Alam Chandio** (Director), an adult, resident of **House No GOR-A-7 Bath Island Clifton Karachi** (hereinafter referred as "**Service Provider**") (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The Second Part.



*Signature of Mr. Muhammad Alam Chandio*





WHEREAS SBP BSC is desirous of **Procurement of Janitorial, Gardening and Maintenance Services at State Bank of Pakistan Banking Services Corporation Hyderabad** from an independent Service Provider for which purpose SBP BSC issued an Invitation to Bid ED/18668/OS-2024 calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

AND WHEREAS the Service Provider submitted its bid in response to the SBP BSC's ITB and the bid of the Service Provider has been accepted by SBP BSC, where after, SBP BSC has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to SBP BSC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this contract at an agreed contract price.

NOW THEREFORE the parties hereto agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this contract:

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)

The mutual rights and obligations of SBP BSC and the Service Provider shall be as set forth in the Conditions of Contract and Invitation to Bid (ITB), in particular:

- a) The Service Provider shall carry out the Services only through its regular / contracted employees, in accordance with the provisions of the Conditions of Contract and ITB; and
- b) SBP BSC shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of SBP Banking Services Corporation Hyderabad Office

*Bilawal*  
Name: \_\_\_\_\_  
Designation: *CG-2*  
CNIC: *41306-2697601-7*  
Witness-1: \_\_\_\_\_  
Signed by: *Bilawal Mushtaque*  
*Senior Officer*  
*State Bank of Pakistan*  
*SBP BSC Hyderabad*  
CNIC #: \_\_\_\_\_

*Adeel Iqbal*  
**ADEEL IQBAL**  
CHIEF MANAGER  
STATE BANK OF PAKISTAN  
SBP BSC (Bank), Hyderabad

Witness-2: *M. Tariq*  
Signed by: \_\_\_\_\_  
CNIC #: *42501-0189280-9*

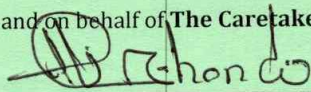


**Muhammad Tariq**  
Executive Engineer  
State Bank of Pakistan  
SBP BSC Hyderabad





For and on behalf of **The Caretakers Human Resources Services (Pvt) Ltd**

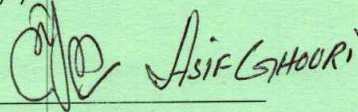


Muhammad Alam  
Director  
42301-0767037-7

Witnesses-1:

Signed by:

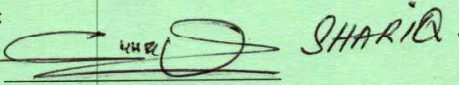
CNIC #: 41304-9285376-3

 ASIF GHOURI

Witness-2:

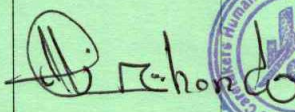
Signed by:

CNIC #: 42101-6185082-1

 SHARIQ

#### 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"><li>a) <b>"Applicable Law"</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li><li>b) <b>"Authorized Officer"</b> means the person notified by SBP BSC to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.</li><li>c) <b>"Confidential Information"</b> means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, information, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.</li><li>d) <b>"Client / SBP BSC"</b> means SBP Banking Services Corporation, that signs the Contract for the Services with the selected Service Provider.</li><li>e) <b>"Contract"</b> means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein.</li><li>f) <b>"Day"</b> means a Gregorian calendar day unless indicated otherwise.</li><li>g) <b>"GCC"</b> means these General Conditions of Contract;</li><li>h) <b>"Government"</b> means the Government of the Islamic Republic of Pakistan ;</li><li>i) <b>"Party"</b> means the Client or the Service Provider, as the case may be, and "Parties" means both of them;</li><li>j) <b>"Services"</b> means the work to be performed by the Service Provider under this Contract.</li><li>k) <b>"Service Provider's Bid"</b> means the completed Bidding Documents submitted by the Service Provider to the Client</li><li>l) <b>"SCC"</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li><li>m) <b>"Specifications"</b> means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client</li><li>n) <b>"Service Points"</b> are the number of locations of services</li></ul>







	<p>where service provider is required to provide uninterrupted services, simultaneously.</p> <p>o) <b>"Service Provider"</b> means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.</p> <p>p) <b>"Service Provider's Employee"</b> employees of the Service Provider.</p>
<b>1.2. Applicable Law</b>	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>1.3. Language</b>	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
<b>1.4. Notices</b>	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.
<b>1.5. Location</b>	1.5.1. The Services shall be performed at such locations as are specified in at <b>Section VI-Part-1</b> , and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
<b>1.6. Authorized Representatives</b>	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.
<b>1.7. Instructions, Inspection and Audit by the Client</b>	<p>1.7.1. The Service Provider shall carry out all instructions of SBP BSC communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.</p> <p>1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.</p>
<b>1.8. Taxes, Duties and other applicable laws</b>	<p>1.8.1. The Service Provider shall organize to pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.</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>
<b>1.9. Priority of Contract Documents</b>	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of SBP BSC for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by SBP BSC.
<b>1.10. Services</b>	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
<b>1.11. Service Execution Schedule</b>	<p>1.11.1. The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time.</p> <p>1.11.2. The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time</p>

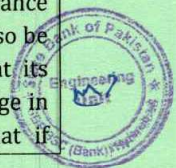






	<p>beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment.</p> <p>1.11.3. If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, Client is entitled to impose Liquidated Damages as per clause - 3.11.</p> <p>1.11.4. The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract.</p> <p>1.11.5. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per Client's security protocol/requirement.</p> <p>1.11.6. If Client finds that any of the Service Provider's representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of its employees, then the Service Provider shall, arrange for a replacement.</p>
<p><b>1.12. Attendance of Meetings</b></p>	<p>1.12.1. <i>The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.</i></p>
<p><b>1.13. Responsibilities, Liabilities and Warranties By The Service Provider</b></p>	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service provider cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client's interests or business;</p> <p>1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if</p>



	<p>Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6 Any breach by Service Provider of this Clause, shall constitute a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.</p>
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2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC or work order.
2.2. Duration of Contract	2.2.1. The duration of this contract shall be twelve (12) months, renewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
2.3. Extension of Contract	2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to SBP BSC to call new tenders and award of a fresh contract.
2.4. Modification/ Variations	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. <b>Definition</b> 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. <b>No Breach of Contract</b> 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> <ol style="list-style-type: none"> <li>has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>has informed the other Party as soon as possible about the occurrence of such an event.</li> </ol> <p>2.5.3. <b>Extension of Time</b> 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. <b>By the Client</b> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <ol style="list-style-type: none"> <li>if the Service Providers do not remedy a failure in the performance of their obligations under the Contract,</li> <li>if the Service Provider becomes insolvent or bankrupt;</li> <li>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</li> <li>if the Service Provider/s, in the judgment of the client has</li> </ol>

*(Handwritten signature)*

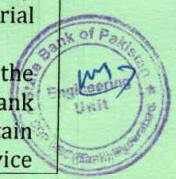




	<p>engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>e) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.</p> <p>f) if the Service Provider does not maintain a Performance Guarantee under <b>Clause 3.12</b></p> <p>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the <b>Clause 7.2</b>.</p> <p>h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p><b>2.6.2. By the Service Provider</b> The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to <b>Clause 7</b> within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p><b>2.6.3. Payment upon Termination</b> Upon termination of this Contract under <b>Clauses 2.6.1 or 2.6.2</b>, the Client shall make the following payments to the Service Provider:</p> <p>a) Payment of services under <b>Clause 6</b> for Services satisfactorily performed by the Service before the effective date of termination;</p> <p>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of <b>Clause 2.6.1</b>, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p> <p>c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security.</p> <p>d) In case of termination under <b>Clauses 2.6.1 except under Paragraphs (c) and (h)</b>, performance security shall be forfeited.</p>
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<b>3. Obligations of the Service Provider</b>	
<p><b>3.1. General</b></p>	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</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 disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5<sup>th</sup> of each month and shall maintain verifiable evidence of such disbursement(s). The Service</p>


*M. Rehman*



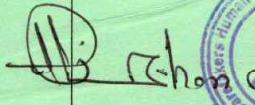

3. Obligations of the Service Provider	
	<p>Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.</p>
3.2. Indemnity	<p>3.2.1. The Service 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> <p>3.2.2. Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity.</p> <p>3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.4. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon</p> <p>3.2.5. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.</p>
3.3. Conflict of Interests	<p>3.3.1. <b><u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></b>            Payment against the services under <b>Clause 6</b> shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <b><u>Prohibition of Conflicting Activities</u></b>            a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
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 Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Bank may reject its bid and/or terminate the contract Service Provider.</p>
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of SBP BSC and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures,</p>





<b>3. Obligations of the Service Provider</b>	
	<p>metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to SBP BSC. In case of failure, SBP BSC reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank.</p> <p>3.5.2. The Service Provider shall indemnify and keep indemnified SBP BSC, at all times against any loss, claim, damage, charge occurred to SBP BSC due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify SBP BSC regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the SBP BSC's claim shall authorize SBP BSC to deduct the claimed amount from the amount payable to Service Provider.</p>
<b>3.6. Service Providers' Actions Requiring Client's Prior Approval</b>	<p>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>entering into a subcontract for the performance of any part of the Services,</li> <li>changing the schedule of activities;</li> <li>any other action that may be specified in the SCC.</li> </ol>
<b>3.7. Independent Service Provider Status</b>	<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 posted by the Service Provider at any of the premises of SBP BSC for performance of this contract.</p>
<b>3.8. Compliance with all the Regulatory Requirement</b>	<p>3.8.1. The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to:</p> <ol style="list-style-type: none"> <li>Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.</li> <li>Ensure EOBI/Social Security registration of its resources and regular payment of contributions.</li> <li>Group Life and Medical Insurance.</li> <li>Casual, medical and maternity or any other leaves as per applicable laws.</li> <li>Any other requirement as applicable under the relevant law.</li> </ol> <p>3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
<b>3.9. Reporting Obligations</b>	<p>3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.</p>
<b>3.10. Documents</b>	<p>3.10.1. All, reports, and other documents and software submitted (if</p>





3. Obligations of the Service Provider	
Prepared by the Service Providers to Be the Property of the Client	any) by the Service Provider under <b>Clause 3.9</b> shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.
3.11. Penalties / Liquidated Damages	<p>3.11.1. For each deficiency and poor service, SBP BSC will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to SBP BSC under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.</p> <p>3.11.2. In addition to the above penalty, the SBP BSC would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of SBP BSC and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.3. Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to SBP BSC as and when required.</p> <p>3.11.4. Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement of salaries/wages/remuneration within the date specified in the Contract.</p>
3.12. Performance Guarantee	3.12.1. The Service Provider shall furnish a Performance Guarantee equal to 5% of the Contract Price stated in Letter of Award / Acceptance in the shape of Bank Guarantee/Bank draft issued from schedule bank in Pakistan, which will be valid 28 days beyond the Contract Period. Notwithstanding anything contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.
3.13. Early Warning by the Service Provider	<p>3.13.1. The Service Provider shall warn SBP BSC in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on SBP BSC's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.</p> <p>3.13.2. SBP BSC shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.</p>







**FINAL EVALUATION REPORT**  
**(As Per Rule 35 of PP Rules, 2004)**

1. Name of Procuring Agency:	State Bank of Pakistan Banking Services Corporation – Hyderabad Office
2. Method of Procurement:	Rule 36(b) of PPRA Rules 2004 (Single Stage Two Envelope)
3. Title of Procurement:	Janitorial, Gardening and Maintenance Services at SBP BSC Hyderabad.
4. Tender Inquiry No:	Reference No: ED/18668/OS-2024
5. PPRA Ref: No. (TSE):	TS533813E
6. Date & Time of Bid Closing:	21-Mar-2024 till 11-00 AM
7. Date & Time of Bid Opening:	21-Mar-2024 at 11-30 AM
8. No. of Bids Received:	Three (03) Nos
9. Criteria for Bid Evaluation:	Compliance Based
10. No. of Responsive Bids:	Three (03) Nos

<b><u>Sr No</u></b>	<b><u>Name of Bidder</u></b>	<b><u>Technical Evaluation</u></b>	<b><u>Final Evaluation (Rs)</u></b>	<b><u>Rule/ Regulation/ SBD/ Policy/ Basis for Technical Rejection/ Acceptance as per Rule 35 of PP Rules, 2004.</u></b>
1.	The Caretakers Human Resources Services (Pvt) Ltd	Responsive.	9,526,878.96	Compliant to TBEC.
2.	Pak Multi Services (Pvt) Ltd	Responsive.	10,414,512.00	Compliant to TBEC.
3.	SISKO Technical Services	Responsive.	11,646,264.00	Compliant to TBEC.

11. Any other additional/ supporting information, the procuring agency may like to share.

Most Advantageous bidder: The Caretakers Human Resources Services (Pvt) Ltd at the evaluated cost of **Rs. 9,526,878.96** per annum.

  
**Muhammad Tariq**  
Executive Engineer  
State Bank of Pakistan  
SBP BSC Hyderabad



## 1. Qualification Criteria:

### 2.1 General

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

SBP BSC reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. SBP BSC may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the SBP BSC, which is incorrect in any respect.

### 2.2 Qualification Criteria

In addition to the eligibility criteria given in the instructions to bidders, for qualification purpose, the bidders must meet the following requirements;

Sr.	Minimum Eligibility/ Qualification Criteria	Means of verification	Attached
1.	Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization , is not in the sanctioned list of NACTA (National Counter	Undertaking required on stamp paper of Rs.100/- as per format provided in <b>Form - V</b>	Undertaking required on stamp paper of Rs.100/- as per format provided in <b>Form - V</b>



	Terrorism Authority and will comply all applicable laws		
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. <b>2 Millions</b> at any one instance in three months period before date of publication of tender notice or credit line facility available during same period.	Bank Statement.
9.	General Experience of providing Electrical services	Minimum of <b>05</b> Years of Services experience. The bidder must provide "Letter of Award/ Contract agreement/Taking Over/ Completion Certificate" of the projects of which the experience is being claimed.	Required Documents fulfilling criteria
10.	Particular Experience of the Firm	Services provided amounting to minimum of <b>Rs. 7</b> Million/year/contract (at least 02 contracts during last 05 years) The bidder must provide Work orders/ Completion certificates/ contract agreements etc. of the projects of which experience is being claimed.	Required Documents fulfilling criteria