

SBP\_Books

Supplier Payment History Report

Report Date: 07-OCT-2024 16:53  
Page: 1

Supplier Type: All  
Payment Start Date: 07-OCT-24  
Payment End Date: 07-OCT-24

Supplier: Public Procurement Regulatory Authority PPRA  
Number: 25942

Site: BSC-HOK  
Address: PUBLIC PROCUREMENT REGULAROTARY AUTHORITY (PPRA), ,

Account Name	Payment Number	Payment Date	Payment Currency	Payment Amount	Functional Amount	Void Date
SBP BSC-HOK-	13039570	07-OCT-24	PKR	90,000.00	90,000.00	

Invoice Number	Invoice Date	Invoice Currency	Invoice Amount	Amount Paid
ER PPRA - Air Filters Supply	03-OCT-24	PKR	15,000.00	15,000.00
ER PPRA - EOP Services	03-OCT-24	PKR	15,000.00	15,000.00
ER PPRA - RedHat Services	03-OCT-24	PKR	15,000.00	15,000.00
ITB - MFP & MPS	04-OCT-24	PKR	15,000.00	15,000.00
ITB - SITM Maintenance (2-Packages)	04-OCT-24	PKR	15,000.00	15,000.00
ITB - SLA APC UPS	04-OCT-24	PKR	15,000.00	15,000.00

-----  
Site Total: 90,000.00  
-----  
Supplier Total: 90,000.00  
-----  
Report Total: 90,000.00  
=====

\*\*\* End of Report \*\*\*

(30009)

Bkg.29 {Para 131(d)}

STATE BANK OF PAKISTAN

SBPBSC Head Office

Invoice Voucher Detail

Date: 04-OCT-24 11:10:58

Batch Name : AHSAN-IT PROC  
 Supplier : Public Procurement Regulatory Authority PPRA  
 Supplier Number : 25942  
 Beneficiary :  
 Site : BSC-HOK  
 Supplier Address : PUBLIC PROCUREMENT REGULAROTARY AUTHORITY (PPRA)  
 Invoice Number : ITB - SLA APC UPS  
 Invoice Type : PREPAYMENT  
 Description : ITB Uploading Fee - SLA APC UPS Countrywide

Tax Payer Id : N:9010117-7  
 Sales Tax No :  
 Fax :  
 Phone :

Pin No :  
 Invoice Date : 04-OCT-24  
 E.R. No. : 30  
 Voucher Number : 43065

Bank Account Information

Bank : Habib Bank Limited (Commercial)  
 Branch Address : Pak Sectt., 'A' Block Islamabad  
 Account Title : Public Procurement Regulatory Authorit

Branch :A BLOCK SECTT

Account No:PK17HABB0004540013100701

Distribution/Debit Account Details

Type	Line	Invoice GL Account	Accounting	WHT Group	PO Number
ITEM	1	15,000.00 12-0000-238007-0000 Prepaid expenses-Others	04-OCT-24		

Credit Account Details

(30003)

Bkg.30 {Para 131 (CD)}.

Item	Description	Amount
Invoice Amount	:	15,000.00
Amount Taxable	:	.00
Withholding Tax	: 427001 Payable - Withholding Tax	.00
Withholding Tax (On GST)	: 427010 Payable - Sales Tax Withheld	.00
Prepayment Applied	:	.00
Amount Due	: 426011 Payables - Suppliers Advertisement	15,000.00

Prepared by : \_\_\_\_\_

Approved by : \_\_\_\_\_



**BIDDING DOCUMENTS**

For

***Maintenance and Technical Support  
Services for Countrywide APC UPS  
Systems (Excluding Batteries)***

**(Single Stage - Two Envelope)**

**September 2024**

Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC)  
4th Floor BSC House, I.I Chundrigar Road, Karachi -74000  
Phone: (92-21)-32455948 & 32455482, Facsimile :( 92-21)-99221176  
Email: gsd.proc@sbp.org.pk, Website: www.sbp.org.pk

## **Preface**

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid.

**Document comprises of the Sections listed below:**

<b>Section I</b>	<b>Invitation for Bids (IFB)</b>
<b>Section II</b>	<b>Bid Data Sheet (BDS)</b>
<b>Section III</b>	<b>Instructions to Bidders (ITB)</b>
<b>Section IV</b>	<b>Evaluation Criteria</b>
<b>Section V</b>	<b>Technical Specification</b>
<b>Section VI</b>	<b>Technical Proposal Forms</b>
<b>Section VII</b>	<b>Financial Proposal Forms</b>
<b>Section VIII</b>	<b>Form of Contract Agreement</b>
<b>Section IX</b>	<b>General Conditions of Contract (GCC)</b>
<b>Section X</b>	<b>Special Conditions of Contract (SCC)</b>
<b>Section XI</b>	<b>Appendices (Contract)</b>



## State Bank of Pakistan (SBP BSC)

### Section I. Invitation to Bids (ITB)

GSD (PROC-I)/136236/Services/UPS SLA/2024

Date: 04 October, 2024

- 1) This Invitation for Bids follows the Procurement Advertisement (PA) No. GSD (PROC-I)/136236/Services/UPS SLA/2024 for Maintenance & Technical Support services for countrywide in-use APC UPS Systems (Excluding Batteries).
- 2) The State Bank of Pakistan (SBP) has reserved the funds for the procurement planned during the financial year [FY 2024-25]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the procurement.
- 3) SBP Banking Services Corporation (SBP-BSC) now invites sealed bids from eligible bidders that meet the following eligibility criteria:
  - a) Bidder must be OEM or OEM's authorized partner having valid partnership certificate for last 03 (three) consecutive years;
  - b) Bidder must be authorized by OEM specifically for this procurement;
  - c) Bidder must have experience of at least 02 (two) similar assignments of providing Maintenance and Technical Support for three phase UPS systems during last 05 (five) years;
  - d) Bidder must have at least 02 (Two) OEM trained/certified technical resources on three phase UPS Systems;
  - e) Bidder must have point of presence in Karachi, Lahore and Islamabad / Rawalpindi;
  - f) Bidder must have Annual Sales volume/Gross Turnover of at least PKR 250 million (Two hundred fifty million) in any of last 03 (three) years;
  - g) Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR.
- 4) The bidding shall be conducted in line with the Single Stage Two Envelope Procedure given under Rule 36 (b) of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Public Procurement Regulatory Authority (from time to time) and is open to all potential bidders.
- 5) All bids must be accompanied by a Bid Security in an acceptable form amounting to PKR 1,500,000/-.
- 6) This ITB & Bidding documents are also available on websites: <http://www.ppra.org.pk> & <http://www.sbp.org.pk>.
- 7) The original bid along with one (01) copy, properly filled in, and enclosed in sealed envelope(s) must be delivered at the office of the undersigned on or before **Thursday, 31 October 2024 11:00 AM**. The bids (technical part of the bids) will be opened same day at **11:30 AM** in public and in the presence of bidders' representatives who choose to attend in the opening at the **Meeting Room, General Services Department 4th Floor BSC House, SBP Banking Services Corporation, I.I. Chundrigar Road, Karachi –Pakistan**.

#### Senior Joint Director

Procurement Division I (IT), General Services Department, SBP Banking Services Corporation (SBP BSC)  
4th Floor BSC House, I.I Chundrigar Road, Karachi  
Phone: (92-21)–32455948 & 32455482  
Email: gsd.proc@sbp.org.pk, Website: www.sbp.org.pk

# Contents

<b>Section I. Invitation to Bids (ITB)</b> .....	<b>3</b>
<b>Section II. Bid Data Sheet (BDS)</b> .....	<b>6</b>
BDS 1. Method of Procurement .....	6
BDS 2. OEM .....	6
BDS 3. Name of Procuring Agency.....	6
BDS 4. Title of Procurement .....	6
BDS 5. Eligible Bidders .....	6
BDS 6. Clarification of the bidding Documents and .....	7
Pre Bid Meeting .....	7
BDS 7. Prices.....	7
BDS 8. Bid Currency .....	7
BDS 9. Minimum Qualification/Eligibility requirements.....	7
BDS 10. Bid Security.....	8
BDS 11. Bid validity period.....	8
BDS 12. Sealing and Marking of Bids .....	8
BDS 13. Contents of the Technical Proposal Envelope .....	9
BDS 14. Contents of the Financial Proposal Envelope .....	9
BDS 15. Address for bid submission.....	9
BDS 16. Deadline for bid submission .....	10
BDS 17. Date and Time of bid opening.....	10
BDS 18. Place of bid opening .....	10
BDS 19. Evaluation of Bids .....	10
BDS 20. Procuring Agency’s Right to Vary Inputs/Outputs .....	10
BDS 21. Signing of Contract.....	10
BDS 22. Performance Guarantee.....	10
BDS 23. Preliminary Evaluation .....	10
<b>Section III. Instructions to Bidders (ITB)</b> .....	<b>11</b>
A. Introduction.....	11
B. The Bidding Documents .....	15
C. Preparation of Bids .....	16
D. Submission of Bids.....	19
E. Opening and Evaluation of Bids .....	20
F. Award of Contract.....	21
<b>Section IV. Evaluation Criteria</b> .....	<b>27</b>
<b>Section V. Technical Specification</b> .....	<b>28</b>
<b>Section VI. Technical Proposal Forms</b> .....	<b>31</b>
Form T1 Bid Form .....	32

Form T2 Bidder’s Representative .....	33
Form T3 Bidders Eligibility/Qualification Criteria .....	34
Annex-1 to Form T3 .....	35
Form T4 Technical Compliance .....	36
Form T5 Schedule of Activity .....	37
Form T6 Manufacturer’s Authorization Form.....	38
Form T7 Integrity Pact .....	39
Form T8 Affidavit for Bidder’s Blacklisting Status .....	40
Form T9 Bid Security Form (Bank Guarantee) .....	41
Form T10: Declaration for Ultimate Beneficial Owners Information .....	42
<b>Section VII. Financial Proposal Forms .....</b>	<b>44</b>
Form F1 Bid Form with Financials.....	45
Form F2 Price Schedule in PKR.....	46
<b>Section VIII. Form of Contract .....</b>	<b>47</b>
<b>Section IX. General Conditions of Contract (GCC) .....</b>	<b>49</b>
1. General Provisions.....	49
2. Commencement, Completion, Modification, and Termination of Contract .....	51
3. Obligations of the Service Provider .....	52
4. Service Provider’s Personnel .....	55
5. Obligations of the Procuring Agency .....	55
6. Payments to the Service Provider.....	56
7. Quality Control.....	56
8. Settlement of Disputes.....	57
9. Independent Contractor Status .....	57
<b>Section X. Special Conditions of Contract (SCC) .....</b>	<b>58</b>
<b>Section XI. Appendices (Contract) .....</b>	<b>60</b>
Appendix -1 Notification of Award.....	61
Appendix -2 Acceptance Letter.....	62
Appendix-3 Supplier’s Representative .....	63
Appendix-4 Technical Specifications .....	64
Appendix-5 Schedule of Activity.....	65
Appendix-6 Price Schedule .....	66
Appendix-7 Payment Schedule.....	67
Appendix-8 Supplier Account Form (S2) .....	68
Appendix -9 Performance Security (Bank Guarantee).....	69
Appendix -10 Integrity Pact .....	70
Appendix - 11. Declaration for Ultimate Beneficial Owners Information.....	71
Appendix - 12. The Service Provider’s Bid.....	72

## Section II. Bid Data Sheet (BDS)

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

<b>BDS 1.</b>	<b>Method of Procurement</b>	ITB 1.19
	Bidding will be conducted under Competitive Bidding:	
	<b>Single Stage Two Envelope Procedure</b> -Rule 36 (b) of the Public Procurement Rules 2004 (PPR 2004) and is open to all eligible Bidders as defined in the PPR 2004.	
	Technical and Financial proposals must be in separate sealed envelopes.	
<b>BDS 2.</b>	<b>OEM</b>	ITB 1.20
	“Original Equipment Manufacturer” (OEM): The OEM for the purpose of this bid shall be “APC (Schneider Electric)”	
<b>BDS 3.</b>	<b>Name of Procuring Agency</b>	ITB 1.5
	SBP Banking Services Corporation (SBP-BSC)	
<b>BDS 4.</b>	<b>Title of Procurement</b>	ITB 1.2
	<i>Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)</i>	
	IFB No. GSD (PROC-I)/136236/Services/UPS SLA/2024	
<b>BDS 5.</b>	<b>Eligible Bidders</b>	ITB 2
	Bidders that meet the eligibility criteria pursuant to Form T3 ‘Minimum Qualification / Eligibility requirements’ can participate in this Bidding Process.	
	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. Blacklisted bidder is not allowed to participate in the bidding process. 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 during last 05 (five) years. (Submission of undertaking to this effect on legal stamp paper as per Form T8 is mandatory).	
	Joint Ventures and Consortiums are not allowed.	
	All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.	
	Following countries are ineligible to participate in the procurement process:	
	1. India	



## 2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL). Information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

<b>BDS 6. Clarification of the bidding Documents and Pre Bid Meeting</b>	ITB 8
<p>The Procuring Agency will respond in writing to any request for clarification of the bidding documents that it receives. However, the Procuring Agency will not entertain any query or request for clarification in the last 7 days prior to the date of bid opening.</p> <p>Copies of the Procuring Agency’s response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Procuring Agency.</p> <p><b>Contact for Queries &amp; Clarifications.</b>  <b>Senior Joint Director</b>  Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC)  4th Floor BSC House, I.I Chundrigar Road, Karachi -74000,  Phone: (92-21)–32455948 &amp; 32455482, Facsimile :( 92-21)-99221176  Email: gsd.proc@sbp.org.pk</p> <p>Pre Bid Meeting is not required.</p>	
<b>BDS 7. Prices</b>	ITB 12
<p>Prices quoted by the Bidder shall be “fixed”. However, any subsequent legislation enacted and enforced between bid opening and finalization of award that impacts the bid price would be duly accounted for.</p>	
<b>BDS 8. Bid Currency</b>	ITB 13
<p>The Bidder shall express its Bid in <i>Pakistani Rupees (PKR)</i>.</p>	
<b>BDS 9. Minimum Qualification/Eligibility requirements</b>	ITB 2.6
<p>a) Bidder must be OEM or OEM’s authorized partner having valid partnership certificate for last 03 (three) consecutive years;</p> <p>b) Bidder must be authorized by OEM specifically for this procurement;</p> <p>c) Bidder must have experience of at least 02 (two) similar assignments of providing Maintenance and Technical Support for three phase UPS systems during last 05 (five) years;</p> <p>d) Bidder must have at least 02 (Two) OEM trained/certified technical resources on three phase UPS Systems;</p> <p>e) Bidder must have point of presence in Karachi, Lahore and Islamabad / Rawalpindi;</p> <p>f) Bidder must have Annual Sales volume/Gross Turnover of at least PKR 250 million (Two hundred fifty million) in any of last 03 (three) years;</p>	

- g) *Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR.*

<b>BDS 10. Bid Security</b>	ITB 15
<ul style="list-style-type: none"> <li>▪ Bid security of fix amount of <b>PKR 1,500,000/-</b> is required.</li> <li>▪ Bid Security must be valid till <b>17-Apr-25</b>.</li> <li>▪ <b>Bid Security must be in sealed <u>Technical Proposal Envelope</u>.</b></li> <li>▪ Bid found without or ‘with insufficient’ Bid Security will be rejected instantly.</li> <li>▪ Bid Security shall be in favor of ‘SBP BSC’.</li> <li>▪ Bid Security may be in the form of either Payment Order/Bank Draft or an unconditional bank guarantee enforceable in Pakistan (as per Form T9 of Section VI).</li> </ul>	
<b>BDS 11. Bid validity period</b>	ITB 14.1
The rates quoted must remain valid for a period of <b>140 days</b> after opening of bids.	
<b>BDS 12. Sealing and Marking of Bids</b>	ITB 17

- The Bid shall comprise a single sealed package labeled as follows:

**Bid for:** IFB No. GSD (PROC-I)/136236/Services/UPS SLA/2024

**Bidder:** [Name of Bidding Firm]

**Title:** Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)

“DO NOT OPEN BEFORE **Thursday, 31 October 2024** , 11:30 Hours

Senior Joint Director

Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi - 74000, Phone: (92-21)–32455948 & 32455482

- The outer package shall contain two separate sealed envelopes as follows; (1) “TECHNICAL PROPOSAL” (containing one original & one copy of technical proposal) and (2) “FINANCIAL PROPOSAL” (containing one original & one copy of financial proposal).

**Labeling for ‘Technical Proposal’ envelope:**

**Bid for:** IFB No. GSD (PROC-I)/136236/Services/UPS SLA/2024

**Bidder:** [Name of Bidding Firm]

**Title:** Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)

**‘TECHNICAL PROPOSAL’**

**(Original & Copy)**

“DO NOT OPEN BEFORE **Thursday, 31 October 2024** , 11:30 Hours

Senior Joint Director  
Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi - 74000, Phone: (92-21)–32455948 & 32455482

**Labeling for ‘Financial Proposal’ envelope:**

**Bid for:** IFB No. GSD (PROC-I)/136236/Services/UPS SLA/2024  
**Bidder:** [Name of Bidding Firm]  
**Title:** Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)

**‘FINANCIAL PROPOSAL’**

**(Original & Copy)**

“DO NOT OPEN BEFORE **Thursday, 31 October 2024** , 11:30 Hours

Senior Joint Director  
Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi - 74000, Phone: (92-21)–32455948 & 32455482

<b>BDS 13. Contents of the Technical Proposal Envelope</b>	ITB 17
1. Form T1	Bid Form: duly filled and signed.
2. Form T2	Bidder’s Representative: duly filled and signed.
3. Form T3	Bidders Eligibility Criteria: duly signed and attached with evidence and reference of each criteria.
4. Form T4	Technical Compliance: duly filled, signed and attached with evidence and reference documents such as brochures and data sheets of the offered products.
5. Form T5	Schedule of Supplies & Implementation: duly filled and signed.
6. Form T6	Manufacturer’s Authorization Form: duly filled and signed.
7. Form T7	Integrity Pact: duly filled and signed
8. Form T8	Affidavit for Bidder’s Blacklisting Status
9. Form T9	Bid Security Form
10. Form T10	Declaration for Ultimate Beneficial Owners Information
<b>Note: Please do not disclose the ‘Bid Price’ in ‘Technical Proposal’.</b>	
<b>BDS 14. Contents of the Financial Proposal Envelope</b>	ITB 17
1. Form F1	Bid Form with Financials: duly filled and signed.
2. Form F2	Price Schedule in Pak. Rupees: duly filled and signed.
<b>BDS 15. Address for bid submission</b>	ITB 18.1

Senior Joint Director  
Procurement Division I (IT), General Services Department, State Bank of Pakistan (SBP BSC), 4th Floor BSC House, I.I Chundrigar Road, Karachi -74000  
Phone: (92-21)–32455948 & 32455482  
Facsimile :( 92-21)-99221176  
Email: gsd.proc@sbp.org.pk

<b>BDS 16. Deadline for bid submission</b>	ITB 18.2
Thursday, 31 October 2024 at 11:00 am	
<b>BDS 17. Date and Time of bid opening</b>	ITB 18
Thursday, 31 October 2024 at 11:30 am	
<p>In case of any unforeseen reasons, unrest or force majeure on the bid submission/opening date, the bids shall be opened on the next working day at the same place and time.</p> <p>The opening date of Financial Proposal will be communicated to the eligible bidders by the Procuring Agency.</p>	
<b>BDS 18. Place of bid opening</b>	
Meeting Room, General Services Department 4 <sup>th</sup> Floor BSC House, State Bank of Pakistan Banking Services Corporation, I.I Chundrigar Road, Karachi –Pakistan.	
<b>BDS 19. Evaluation of Bids</b>	ITB 26
Evaluation will be carried out as per the criteria defined in “ <i>Section IV. Evaluation Criteria</i> ”	
<b>BDS 20. Procuring Agency’s Right to Vary Inputs/Outputs</b>	ITB 30.1
Up to 15%	
<b>BDS 21. Signing of Contract</b>	ITB 31.2
Within twenty four (24) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract with applicable stamp duty as per Stamp Act, 1899 and return it to the Procuring Agency.	
<b>BDS 22. Performance Guarantee</b>	ITB 33.1
<p>10% Performance Guarantee is required against the total contract amount for the entire contract period.</p> <p>Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security.</p>	
<b>BDS 23. Preliminary Evaluation</b>	ITB 24
Bidders have to submit bid for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected. Bids with multiple options will be rejected. Bids submitted late will also be rejected.	

## Section III. Instructions to Bidders (ITB)

### A. Introduction

1. Definitions	<p>1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan</p> <p>1.2. “Title of Procurement” means <i>Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)</i>.</p> <p>1.3. “Comparable Experience” means the experience in providing services comparable to the ones being solicited through this procurement</p> <p>1.4. “Documentary Evidence” means copies of Notification of Award/Contract Agreement/Audited Financial Statements Authorization Certificate/Curriculum Vitae and or any other documents required to evaluate bid</p> <p>1.5. “Procuring Agency” means the SBP Banking Services Corporation.</p> <p>1.6. “Service Provider” means any entity or person that may provide services under the Contract.</p> <p>1.7. “Contract” means the Contract to be signed by the Parties and all the attached documents listed therein.</p> <p>1.8. “Bid Data Sheet” means such part of the Instructions to Bidders used to reflect specific assignment conditions.</p> <p>1.9. “Day” means calendar day.</p> <p>1.10. “Government” means the Federal Government of Islamic Republic of Pakistan</p> <p>1.11. “Instructions to Bidders” (Section III of the Bidding Documents) means the document which bidders with all information needed to prepare their bids.</p> <p>1.12. “In writing” means communicated in written form with proof of receipt and also means communication through electronic mail (email) with proof of delivery receipt.</p> <p>1.13. “Intellectual Property Rights” means all current and future copyright, patents, trademarks (whether or not registered) or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, and all other intellectual and property rights and applications for any</p>
----------------	---

	<p>of those rights (where such applications can be made) capable of protection in any relevant country of the world.</p> <p>1.14. “Performance Deficiencies” means consistent failure to provide satisfactory performance during currency of the same contract or multiple contracts. Three notices to the contractor will constitute consistent failure and will establish Performance Deficiencies.</p> <p>1.15. “PPRA” means Public Procurement Regulatory Authority</p> <p>1.16. “Government” means the Federal Government of Islamic Republic of Pakistan</p> <p>1.17. “Debarment” means action taken by Blacklisting Committee pursuant to these rules prohibiting a person from directly or indirectly performing any work for, or otherwise in any manner participating in, a public project, which also includes termination of any prequalification status of the person.</p> <p>1.18. “Blacklisting” means to remove a Contractor / Bidder Company or a Firm from the panel of pre-qualified Contractors list and to debar from bidding against SBP BSC Tender throughout Pakistan.</p> <p>1.19. “Method of Procurement” means bidding method adopted for this procurement under PPRA rules 2004. [stated in BDS ]</p> <p>1.20. “OEM” means Original Equipment Manufacturer.</p> <p>1.21. “Bidder” means a person who submits a bid.</p>
2. Eligible Bidders	<p>2.1. Joint Ventures, which include members from ineligible source countries or ineligible firms, shall not be permitted to bid.</p> <p>2.2. Firm engaged by the Procuring Agency to provide consulting services for the above procurement described in these Bidding Documents will not be eligible for bidding.</p> <p>2.3. A firm declared ineligible by the Procuring Agency in accordance with Rule 19 of PPR2004 shall be ineligible to bid for the period of time determined by the Procuring Agency or any other appropriate authority.</p> <p>2.4. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>2.5. Should meet all the eligibility conditions as defined in BDS</p>

3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.</p> <p>3.2. All bidders shall include the following information and documents with their bids, unless otherwise stated in the Bid Data Sheet:</p> <ul style="list-style-type: none"> <li>a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;</li> <li>b. total sale value of Services performed for each of the last five years;</li> <li>c. experience in Services of a similar nature and tenure for each of the last four years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;</li> <li>d. list of major items of equipment proposed to carry out the contract;</li> <li>e. qualifications and experience of key site management and technical personnel proposed for the Contract;</li> <li>f. reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;</li> <li>g. evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</li> <li>h. authority to the Procuring Agency to seek references from the Bidder's bankers;</li> <li>i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.</li> </ul> <p>3.3. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria defined in Bid Data Sheet (BDS)</p> <p>A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.</p> <p>Notwithstanding the foregone qualification criteria, the qualifications requirements, if stated in BDS would take precedence</p>
4. One Bid per Bidder	Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases

	of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
5. Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will in no case be responsible or liable for those costs.
6. Site Visit	<p>6.1. If the conditions so permit, the Procuring Agency may allow Bidder to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.</p> <p>6.2. If the conditions so permit, the Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days when bid submission period is fifteen (15) days and at least fourteen (14) days when bid submission period is thirty (30) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.2. Until otherwise stated in BDS failure of a Bidder to make a site visit will not be a cause for its disqualification.</p> <p>6.3. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.</p>



## B. The Bidding Documents

<p>7. Content of Bidding Documents</p>	<p>7.1. The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 9:</p> <table style="margin-left: 40px;"> <tr> <td>Section I</td> <td>Invitation for Bids (IFB)</td> </tr> <tr> <td>Section II</td> <td>Bid Data Sheet (BDS)</td> </tr> <tr> <td>Section III</td> <td>Instructions to Bidders (ITB)</td> </tr> <tr> <td>Section IV</td> <td>Evaluation Criteria</td> </tr> <tr> <td>Section V</td> <td>Technical Specification</td> </tr> <tr> <td>Section VI</td> <td>Technical Proposal Forms</td> </tr> <tr> <td>Section VII</td> <td>Financial Proposal Forms</td> </tr> <tr> <td>Section VIII</td> <td>Form of Contract Agreement</td> </tr> <tr> <td>Section IX</td> <td>General Conditions of Contract (GCC)</td> </tr> <tr> <td>Section X</td> <td>Special Conditions of Contract (SCC)</td> </tr> <tr> <td>Section XI</td> <td>Appendices (Contract)</td> </tr> </table> <p>7.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>7.3. The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.</p> <p>7.4. Bidders are encouraged to seek softcopies of these Bidding Documents to ensure an efficient and timely completion and submission of Bids.</p>	Section I	Invitation for Bids (IFB)	Section II	Bid Data Sheet (BDS)	Section III	Instructions to Bidders (ITB)	Section IV	Evaluation Criteria	Section V	Technical Specification	Section VI	Technical Proposal Forms	Section VII	Financial Proposal Forms	Section VIII	Form of Contract Agreement	Section IX	General Conditions of Contract (GCC)	Section X	Special Conditions of Contract (SCC)	Section XI	Appendices (Contract)
Section I	Invitation for Bids (IFB)																						
Section II	Bid Data Sheet (BDS)																						
Section III	Instructions to Bidders (ITB)																						
Section IV	Evaluation Criteria																						
Section V	Technical Specification																						
Section VI	Technical Proposal Forms																						
Section VII	Financial Proposal Forms																						
Section VIII	Form of Contract Agreement																						
Section IX	General Conditions of Contract (GCC)																						
Section X	Special Conditions of Contract (SCC)																						
Section XI	Appendices (Contract)																						
<p>8. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>8.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing at the given address and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Procuring Agency will respond in writing to any request for clarification or modification of the Bidding Documents that it receives.</p> <p>8.2. When specified in the BDS, the Procuring Agency 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</p>																						

	<p>at this stage, with particular attention to issues related to the Technical Requirements. Any modification to the Bidding Documents listed in ITB Clause 7.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Procuring Agency only by issuing an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting.</p>
9. Amendment of Bidding Documents	<p>9.1. At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.</p> <p>9.2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Procuring Agency. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. 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>9.3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency 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

10. Language of Bid	<p>The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
11. Documents Comprising the Bid	<p>The Bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> <li>1. Form T1 Bid Form: duly filled and signed.</li> <li>2. Form T2 Bidder's Representative: duly filled and signed.</li> <li>3. Form T3 Bidders Eligibility Criteria</li> <li>4. Form T4 Technical Compliance</li> <li>5. Form T5 Schedule of Activity:</li> <li>6. Form T6 Manufacturer's Authorization Form</li> <li>7. Form T7 Integrity Pact: duly filled and signed</li> <li>8. Form F1 Bid Form with Financials: duly filled and signed.</li> </ol>

	<p>9. Form F2 Price Schedule in Pak. Rupees: duly filled and signed.</p> <p>10 Form F3 Bid Security</p>
	<p>Bid must be prepared / packaged as per the instructions in Section II. Bid Data Sheet (BDS) of the Bidding Document.</p>
12. Bid Prices & Taxes	<p>12.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule</p> <p>12.2. 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.</p> <p>12.3. Bids must be inclusive of all admissible/applicable taxes and duties (applicable at the time of bid submission).</p> <p>12.4. If a bidder submits a bid exclusive of taxes it will be considered only after addition/incorporation of all applicable taxes, the amount stated in the 'Bid Form' &amp; 'Price Schedule' will be adjusted accordingly.</p> <p>12.5. If a bidder submits a bid inclusive of non-applicable/admissible taxes, the amount stated in the 'Bid Form' &amp; 'Price Schedule' will be adjusted accordingly.</p>
13. Currencies of Bid and Payment	<p>Price shall be quoted by the Bidder and the payments to be made by Procuring Agency would in <b>Pak Rupees</b> unless otherwise specified in Section II. BDS</p> <p>The Bidder and their employees shall be responsible for payment of all their income tax and other taxes, on income arising out of the Contract as per final tax liability assessed by tax authorities.</p> <p>Federal and Provincial taxes shall be deducted at the prevailing tax rate at the time of making payments to supplier as per applicable laws.</p>
14. Bid Validity	<p>14.1. Bids shall remain valid for the period specified in the Bid Data Sheet.</p> <p>14.2. In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for</p>

	<p>the period of the extension, and in compliance with Clause 15 in all respects.</p>
15. Bid Security	<p>15.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> <li>a. at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a reputable Bank;</li> <li>b. be issued by a reputable institution selected by the bidder and located in any eligible country;</li> <li>c. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Procuring Agency prior to bid submission;</li> <li>d. be payable promptly upon written demand by the Procuring Agency;</li> <li>e. be submitted in its original form; copies will not be accepted;</li> <li>f. remain valid for a period of at least 1 month beyond the original validity period of bids, or at least 1 month beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 16.2.</li> </ol> <p>15.2. Bids submitted without / insufficient bid security will be rejected.</p>
16. Format and Signing of Bid	<p>16.1. The Bidder shall prepare an original and the number of copies/sets of the bid specified in the BDS, clearly marking each one as "Original Bid," "Copy No. 1, ". In the event of any discrepancy between them, the original shall govern.</p> <p>16.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 11.1, 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 pursuant to ITB Clause 11.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>16.3. 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

<p>17. Sealing and Marking of Bids</p>	<p>17.1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPSAL” and “ORIGINAL FINANCIAL PRPOSAL” in bold letters. In a same manner Copy of Bid will also be provided in another single sealed package containing two separate sealed envelopes. The inner envelopes shall be marked as “COPY OF TECHNICAL PROPSAL” and “COPY OF FINANCIAL PRPOSAL” in bold letters. The outer envelope shall be addressed to the Procuring Agency at the address given in the BDS, and carry statement “DO NOT OPEN BEFORE [time and date]. The content of the technical and financial proposals are mentioned in BDS.</p> <p>17.2. In addition to the identification required in Sub-Clause 17.1, 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, pursuant to Clause 21.</p> <p>17.3. If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement.</p>
<p>18. Deadline for Submission of Bids</p>	<p>18.1. Bids must be received by the Procuring Agency at the address specified in BDS no later than the time and date specified in the BDS.</p> <p>18.2. The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>19. Late Bids</p>	<p>Any Bid received by the Procuring Agency after the deadline prescribed in Clause 18 will be returned unopened to the Bidder.</p>
<p>20. Modification and Withdrawal of Bids</p>	<p>20.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>20.2. No bid may be modified after the deadline for submission of bids.</p> <p>20.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity</p>

	specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security
--	---

## E. Opening and Evaluation of Bids

21. Bid Opening	The Procuring Agency will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance
22. Process to Be Confidential	<p>22.1. Information relating to evaluation of bids and recommendations concerning to award of the Contract shall not be disclosed by the Procuring Agency 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>22.2. 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 Procuring Agency's prior written consent.</p> <p>22.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder, the Procuring Agency may reject its bid and/or terminate the Contract.</p>
23. Clarification of Bids	During the bid evaluation, the Procuring Agency 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 or substance of the bid shall be sought, offered, or permitted
24. Preliminary Examination	<p>24.1. The Procuring Agency will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/ bid security have been furnished (in case of single stage two envelopes bidding procedure Rule 36 (b) of PPR 2004, bid security will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed bid form with technical proposal (Form T1 of Section VI) and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility Criteria (Form T3 of Section VI).</p> <p>24.2. Prior to the detailed evaluation, the Procuring Agency will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For</p>

	<p>purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents</p> <p>24.3. If a bid is not substantially responsive and meeting the minimum eligibility criteria will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
25. Correction of Errors	<p>25.1. Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis: 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.</p> <p>25.2. The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with 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>
26. Detail Evaluation and Comparison of Bids	<p>Pursuant to ITB 24 the technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Minimum Eligibility and Technical Compliance (Form T3 and T4 of Section VI) and other Commercial Requirements of the bidding documents will be evaluated totally on compliance based method. The Procuring Agency will award the Contract to the Bidder who has offered the lowest evaluated cost.</p>
27. Contacting the Procuring Agency	<p>27.1. Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.</p> <p>27.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid.</p>

## F. Award of Contract

28. Award Criteria	The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant and has offered the lowest
--------------------	--

	evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the Contract satisfactorily.
29. Procuring Agency's Right to Reject all the Bids	The Procuring Agency reserves the right to annul the bidding process and reject all the bids at any time prior to Contract award as per PPRA Rules.
30. Procuring Agency's Right to Vary Inputs/Outputs at Time of Award	<p>30.1. Procuring Agency reserves the right at the time of Contract award to increase or decrease inputs or outputs originally specified in the BDS without any change in unit price or other terms and conditions.</p> <p>30.2. Provided such variation does not affect the basis of advertisement threshold; as provided at Rule 12 of PPR-2004, on basis of originally estimated cost.</p>
31. Notification of Award and Signing of Agreement	<p>31.1. Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>31.2. The notification of award will constitute the formation of the Contract.</p> <p>31.3. Upon the successful Bidder's furnishing of the performance guarantee pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p>
32. Disqualification prior to Contract Signing	32.1. If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 should be met. However, after issuance of Notification of Award and prior to entry into force of the procurement contract if a Service Provider has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a Service Provider or if the conditions of his qualification are invalidated the next lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (1).
33. Performance Guarantee	<p>33.1. Within twenty-one (21) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee for amount as specified in BDS as per the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>33.2. Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation</p>



		of the award and forfeiture of the Bid Security and award of Contract to next lowest evaluated bidder.
34. Advance Payment Security	and	The Procuring Agency will provide an Advance Payment on the Contract Price if as stipulated in the Special Conditions of Contract.
35. Code of Conduct	of	<p>35.1. It is the Procuring Agency's policy to require that the Bidders, under Procuring Agency-financed contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, the Procuring Agency follows, inter-alia, the instructions related to corrupt and fraudulent practices contained in Rule 2(1)(f) PPR-2004 which defines:</p> <p>"Corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(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; Under Rule 19 of PPR-2004, "The Procuring Agency can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Public Procurement Regulatory Authority (PPRA). Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management:</li> </ul>

Nature of Offense/Fault	Means of Verification	Action By Committee
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>• Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>• Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP</li> <li>• Cross verification of documentary undertaking submitted by Bidder/Service Provider/.</li> </ul>	Blacklisted and cross debarred for the period up to 10 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Bidder/Service Provider	Blacklisted and cross debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross debarred for the period up to 06 months.

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

35.3. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Procuring Agency unless such receipt is signed by a duly authorized officer of the Procuring Agency and bidder shall be solely responsible for seeing that a proper receipt is provided.

35.4. Attention of bidders is drawn to Rule 32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Procuring Agency which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However, in certain conditions Procuring Agency may describe exceptions or preferences consistent with Rule 4 of PPR-2004.

35.5. Pursuant to Rule 7 of PPR 2004 bidders shall sign an Integrity pact in accordance with prescribed format attached hereto at Section VI

for all the procurements estimated to exceed Rs10.00 million or any other limit prescribed by Procuring Agency.

35.6. Procuring Agency's policy requires that selected bidder provide professional, objective, and impartial advice, supplies and services and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, 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 to the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a) A bidder that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. On the other hand, bidder hired to provide 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.

b) A bidder (including its Personnel and Sub-Contractors) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.

c) A bidder (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods/services, (ii) the selection process for such assignment, or (iii) 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 of the Procuring Agency.

35.8. Bidders shall not recruit or hire any agency or current employees of the Procuring Agency. Recruiting former employees of the Procuring Agency 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

	<p>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 Procuring Agency by the Bidders as part of bid.</p>
36. Redressal of Grievances	<p>Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to Procuring Agency's Redressal /Grievance Committee pursuant to Rule 48 of PPR-2004 as under:-</p> <p>The address of the Procuring Agency</p> <p>Chairman (Grievance Redressal Committee) SBP Banking Services Corporation 1<sup>st</sup> Floor, HRMD, BSC House, I.I. Chundrigar Road, Karachi – Pakistan</p> <p>The Address of PPRA to submit a copy of grievance:</p> <p>Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254</p>
37. Overriding Effect of PPR-2004	<p>Whenever in conflict with these documents the provisions of PPR-2004 shall prevail.</p>

## Section IV. Evaluation Criteria

---

1. Bidder must submit bid for COMPLETE REQUIREMENTS, evaluation of the bids and award of contract will be done for complete requirements.
2. The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form T3 of Section VI).
3. The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form T4 of Section VI) will also be evaluated totally on compliance based method.
4. The Financial Bid(s) of the only technically qualified proposals will be opened.
5. The Financial Bid(s) will be evaluated on the basis of unit charges and applicable taxes.
6. The contract will be awarded to the successful Bidder whose bid will be found technically and commercially compliant and has offered the lowest cost and emerged as most advantageous bid.

## Section V. Technical Specification

### 1. Scope of Project and Technical Requirements:

**UPS Systems and accessories for which onsite maintenance & technical support is required:**

S#	SBP & SBP BSC Office / Location	UPS Systems Description	Required OEM Support SKU	Qty	UPS System	
					Model	Serial Numbers
1	North Nazimabad Karachi	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	WADVULTRA-G3-24 (Advantage Ultra)	2	SUVTPF40KB4H	PS1414131089
						PS1414131076
2	Bolton Market Karachi	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF40KB4H	PS1414131092
						PS1414131077
3	Islamabad	40KVA Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF40KB4H	PS1413331826
						PS1414131094
4	Faisalabad	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel))		2	SUVTPF40KB4H	PS1414131073
						PS1414131072
5	Lahore	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		3	SUVTPF40KB4H	PS1413331824
						PS1414131075
						PS1414131070
6	Rawalpindi	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF40KB4H	PS1414131068	
					PS1414131069	
7	Peshawar	40KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF40KB4H	PS1414131066	
					PS1414131067	
8	Quetta	30KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF30KB4H	PS1414331431	
					PS1414331432	
9	Hyderabad	30KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF30KB4H	PS1414331435	
					PS1414331436	
10	Sialkot	30KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF30KB4H	PS1414331445	
					PS1414331434	
11	Multan	30KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	2	SUVTPF30KB4H	PS1414331430	
					PS1414331438	

12	D. I. Khan	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)	WADVULTRA-G3-22 (Advantage Ultra)	2	SUVTPF20KB4H	PS1411131547 PS1407130932
13	Gujranwala	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1407130127 PS1411131541
14	Bahawalpur	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1411131545 PS1411131555
15	Sukkur	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1407130934 PS1411131539
16	Muzaffarabad	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1411131538 PS1407130935
17	Islamabad	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1407130131 PS1411131537
18	KDA Karachi	20KVA APC Smart-UPS VT (Including Parallel Maintenance Bypass Panel)		2	SUVTPF20KB4H	PS1603132286 PS1603132282
19	SBP Main Building Karachi	Data Center Expert 7.5.0 Monitoring Software and related hardware/server (100 Nodes)		Applicable OEM Support Package as per Requirements	1	DCE 7.5.0

**Note:** For all above mentioned UPS systems with related accessories and DCE the comprehensive maintenance and technical support services are required for **Four (04) years period starting from 01-01-2025 (tentative).**

- APC Support Service Packages with parts and labor (excluding batteries) as shown above will be required as follows:

Description	Rating	SKU
Required OEM Support Packages	SUVT 40 kVA UPS	WADVULTRA-G3-24
	SUVT 30 kVA UPS	WADVULTRA-G3-23
	SUVT 20 kVA UPS	WADVULTRA-G3-22

**Note:** Certificates of OEM Support Service Packages (Advantage Ultra) to be renewed/issued one month prior to its expiry on yearly basis.

#### **Service Level Requirements:**

The service provider shall provide technical support services to full satisfaction of Procuring Agency by assigning properly qualified and competent personnel having related product maintenance experience and ensuring quality services in accordance with this Agreement.

#### **Scope of Services:**

Service provider shall provide support services to run and maintain all the Hardware and Software mentioned in technical requirements in compliance with the Service Level Requirements.

The service provider shall maintain the UPS systems in good working condition as per best industry practices and OEM recommendations to maximize the reliability and will be responsible to replace, restore, reinstall, upgrade software/firmware and reconfigure any failed or deteriorated hardware and software components for continuity and recovery to normal operational status at no additional cost to the customer within defined SLA. Service provider shall provide a detailed plan regarding availability of manpower, spares and standby equipment as well as service methodology to meet the Purchaser's requirements in a prompt and efficient manner within two weeks of notification of SLA activation from the Customer.

The service provider will be responsible for proper coordination with concerned SBP officer for access to visit any SBP office for maintenance support services. Name & CNIC number of visiting staff/engineer must be provided in advance to concerned SBP officer to arrange permission from Internal Bank Security Department. The service provider will be responsible to rectify/repair any damaged property/equipment of the Bank, during the contract period. The service provider must adhere the rules, discipline and practices of the Bank and will make sure that service technician /engineers are well equipped and use protective gears to ensure safety during the work.

The service provider will maintain log of customer complaints, activities, preventive maintenance, corrective maintenance and fault history of every UPS and the same should be submitted with the SLA invoice.

#### **Availability Requirement:**

This section defines the Service Level requirements, classification of incidents, and means of reporting, and expectations for availability and response times in relation to Hardware and Software components of the goods that are to be maintained and supported by the service provider.

- Guaranteed response, 7 days / week, and 24 hours/day.
- Includes two Annual Preventative Maintenance Service scheduled with customer's consent at an agreed time.
- Performed by APC trained Engineer or APC certified Authorized Service Provider Engineer.
- Includes all parts and labor for preventive and corrective actions 24 hours a day 7 days a week. Includes services and labor for battery replacement. Batteries will be provided by the Bank.
- In case of any limitation in the APC support package, the service provider will have to bridge the gap to provide services as per the SLA Requirements and other terms & conditions of contract

Following table outlines the Incident Classification System including required response and recovery time:

- **Severity 1 (Red)** — Load side is "down" due to a very critical failure or more than one UPS systems failed in parallel system or fault in Input/output bypass panel affecting all 2 or 3 Parallel UPS systems impacting operations of SBP. (Response time 02 hr. and Recovery within 06 hrs.)  
**Note:** If operations of 01 UPS out of 2 UPS pool or 02 UPS units out of 03 UPS units pool are restored by service provider within 06 hrs. Then the incident class will shift to Severity 2 (Orange) for recovery of 2<sup>nd</sup> or 3<sup>rd</sup> UPS.
- **Severity 2 (Orange)** —One UPS (Redundant unit) failed only, operations of bank are intact in a compromised manner e.g. the load is running on backup or standby arrangements. (Response time 04 hrs. and recovery within 48 hrs.)
- **Severity 3 (Yellow)** — Operational performance of the system is compromised while the UPS is operational on load e.g. any indication/ early warning/error on display or log, abnormal noise, replacement of fan or any other deteriorated component etc. those do not require urgent attention or any non-urgent information / firmware upgrade/ software upgrade and technical assistance is required by the customer. There is little or no effect on SBP business operations. (Response time 06 hours and Recovery within 07 days)

In order to meet SLA the supplier will maintain critical spares (cards, modules and parts) at SBP Regional Hubs (KHI, LHR & ISB) in stock to address the emergency fault calls. The list of critical spares has to be identified by the OEM / Service provider and customer mutually and the same have to transported/returned to SBP offices and to the vendor premises by the service provider at its own cost. At the end of the contract the serviceable/unserviceable or used/unused parts will be returned to the supplier.



## Section VI. Technical Proposal Forms

---

Following should be the contents of the <b>Technical Proposal Envelope:</b>		
1.	Bid Form	Form T1
2.	Bidder's Representative	Form T2
3.	Bidders Eligibility Criteria	Form T3
4.	Technical Compliance	Form T4
5.	Schedule of Activity	Form T5
6.	Manufacturer's Authorization Form	Form T6
7.	Integrity Pact	Form T7
8.	Affidavit for Bidder's Blacklisting Status	Form T8
9.	Bid Security Form (Bank Guarantee)	Form T9
10.	Declaration for Ultimate Beneficial Owners Information	Form T10

## Form T1 Bid Form

(Technical Proposal)

Date: \_\_\_\_\_  
 IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS  
 Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

To:

Director  
 General Services Department  
 SBP Banking Services Corporation (HOK)  
 4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Activity.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 lowest 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 [the Service Provider].

## Form T2 Bidder's Representative

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)  
Bidder: \_\_\_\_\_

Bidder's Authorized Representative for this bid is:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Cell: \_\_\_\_\_

Land Line: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

## Form T3 Bidders Eligibility/Qualification Criteria

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

#	Eligibility / Qualification Criteria	Means of Verification	Reference in Bid**	Bidder's Assessment (Y/N)
a.	Bidder must be OEM or OEM's authorized partner having valid partnership certificate for last 03 (three) consecutive years;	In case of OEM Partner, OEM Certificate/ OEM letter/ OEM Web reference as proof of being a valid authorized Partner of the OEM for last 03 (three) consecutive years;		
b.	Bidder must be authorized by OEM specifically for this procurement;	Authorization Letter from OEM must be provided		
c.	Bidder must have experience of at least 02 (two) similar assignments of providing Maintenance and Technical Support for three phase UPS systems during last 05 (five) years;	Attach Copy of Purchase or Delivery Orders or Contracts or project Completion or Sign-off Certificate with contact details. Please also attach a list of Purchase or Delivery Orders or Contracts or project Completion or Sign-off Certificate in Annex-1 to Form-T3		
d.	Bidder must have at least 02 (Two) OEM trained/certified technical resources on three phase UPS Systems;	Please attach copies of OEM Certificates with Technical Resources profile in Annex-1 to Form-T3		
e.	Bidder must have point of presence in Karachi, Lahore and Islamabad / Rawalpindi;	Provide addresses and phone numbers in Annex-1 to Form T-3		
f.	Bidder must have Annual Sales volume/Gross Turnover of at least PKR 250 million (Two hundred fifty million) in any of last 03 (three) years;	Copy of Audited Financial Statements is required		
g.	Bidder must be registered with Income Tax and Sales Tax Department and must appear on active taxpayer list of FBR.	Attach copy of valid NTN certificate & GST certificate and reference of Active Taxpayer List of FBR		

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

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

**Annex-1 to Form T3****Experience of Similar Assignments**

#	Assignment Description	Company / Name of Customer	Contact Person Name / Contact Details
1.			
2.			
3.			
4.			
5.			

Please attach copies of work/Purchase orders, contract or customer reference letter/email or any other reference document that can substantially prove the above.

**Details of Certified Resources**

#	Name	Experience Details	Certificate Details
1.			
2.			
3.			
4.			

Please attach Copy of Certificates & resume and experience with project details.

## Form T4 Technical Compliance

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

Please write Yes / No in the blank space against each specification of items, which your product/SLA contains, and in case of any difference please elaborate equivalence.

#	Description	Reference in Bid	Bidder's Assessment (Y/N)										
1	Complete Compliance of SLA as per Technical Specification mentioned in Section V.												
2	All the equipment listed in Section V. 'Technical Specification' will be covered in the maintenance contract												
3	APC Support Service Packages for UPS will be followed as follows: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;">Description</th> <th style="width: 30%;">Rating</th> <th style="width: 40%;">SKU</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="text-align: center;">Required OEM Support Package</td> <td style="text-align: center;">SUVT 40 kVA UPS</td> <td style="text-align: center;">WADVULTRA-G3-24</td> </tr> <tr> <td style="text-align: center;">SUVT 30 kVA UPS</td> <td style="text-align: center;">WADVULTRA-G3-23</td> </tr> <tr> <td style="text-align: center;">SUVT 20 kVA UPS</td> <td style="text-align: center;">WADVULTRA-G3-22</td> </tr> </tbody> </table> <p><i>Note: Certificates of OEM Support Service Packages (Advantage Ultra) to be renewed/issued one month prior to its expiry on yearly basis.</i></p>	Description	Rating	SKU	Required OEM Support Package	SUVT 40 kVA UPS	WADVULTRA-G3-24	SUVT 30 kVA UPS	WADVULTRA-G3-23	SUVT 20 kVA UPS	WADVULTRA-G3-22		
Description	Rating	SKU											
Required OEM Support Package	SUVT 40 kVA UPS	WADVULTRA-G3-24											
	SUVT 30 kVA UPS	WADVULTRA-G3-23											
	SUVT 20 kVA UPS	WADVULTRA-G3-22											
4	Availability requirements including recovery and response time along with the Terms and Conditions mentioned under SLA requirement as in Section V. 'Technical Specification' is accepted and will be complied during execution of the contract												

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

## Form T5 Schedule of Activity

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS  
Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

The period/week will be counted from the date of from the signing of contract.

#	Activity	Schedule
1.	The Service Provider will provide a detail plan availability of manpower, spares and backup equipment as well as service methodology to meet the Purchaser's requirements in a prompt and most efficient manner	Within two (02) weeks of signing the contract
2.	Preventive Maintenance of Hardware (to ensure the condition for efficient and trouble free operations)	Biannual Preventative Maintenance Service
3.	The Service Provider shall ensure that all the Products and Software shall be maintained and kept in good working condition	During the entire contract period
4.	Service Activity Commencement	01-January-2025 (Tentative)
5.	Completion date	Four-year period

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

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

## Form T6 Manufacturer's Authorization Form

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)

To: 1

Director  
General Services Department  
State Bank of Pakistan – BSC (HOK)  
4th Floor BSC House, I.I Chundrigar Road,  
Karachi -Pakistan

### **Authorization Form for “Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)”**

Dear Sir,

WHEREAS **[name of the OEM]** who are established and reputable manufacturers of **[name and/or description of the services/goods]** having **offices at [address]** do hereby authorize **[name and address of Partner]** to submit a bid, and subsequently sign the Contract with you against IFB No. GSD (PROC-I)/136236/Services/UPS SLA/2024 for the above services/goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the services/goods offered for rendering/supply by the above firm against this Invitation for Bids.

\_\_\_\_\_  
*[signature for and on behalf of OEM]*

*Note:* This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM. The Bidder in its bid should include it.



## Form T7 Integrity Pact



STATE BANK OF PAKISTAN

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

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

\_\_\_\_\_ [the Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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

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

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

## Form T8 Affidavit for Bidder's Blacklisting Status

Date: \_\_\_\_\_  
 IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems  
 (Excluding Batteries)  
 Bidder: \_\_\_\_\_

**[Required on non-judicial stamp paper; value of stamp paper should be as per required value  
as per Stamp Duty Act ]**

To:

Director  
 General Services Department  
 State Bank of Pakistan – BSC (HOK)  
 4th Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

### **Affidavit for Bidder's Blacklisting Status**

Dear Sir,

I/We hereby confirm and declare that I/We, M/s \_\_\_\_\_ has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority(NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

I/We M/s \_\_\_\_\_ hereby confirm and declare that the goods/services from Indian or Israeli origin or imported from India or Israel will not provided for Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries) vide GSD (PROC-I)/136236/Services/UPS SLA/2024.

I/We M/s \_\_\_\_\_ hereby also confirm and declare that no backdoor or eavesdropping or remote access mechanism is present for Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries) vide GSD (PROC-I)/136236/Services/UPS SLA/2024 from India or Israel. Identification of avenues for unauthorized access / data leakage at any stage may lead to cancellation of Contract along with blacklisting of the undersigned entity by SBP Banking Services Corporation.

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 and termination of contract.

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

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

## Form T9 Bid Security Form (Bank Guarantee)

Date:	
No.	
Amount:	<b>PKR 1,500,000/-</b>
Validity:	<b>17-Apr-25</b>

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)  
 Bidder: [the Service Provider]

To,  
 Director  
 General Services Department  
 SBP Banking Services Corporation (HOK)  
 4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

Whereas [the Service Provider] (hereinafter called “the Bidder”) has submitted its Bid dated **Thursday, 31 October 2024** for **Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)** (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of *Pakistan*, having our registered office at [*address of Financial Institution*] (hereinafter called “the Bank”), are bound unto *SBP Banking Services Corporation (SBP BSC)* (hereinafter called “the Procuring Agency”) in the sum stated **PKR 1,500,000/-** for the payment of which sum well and truly to be made to the Procuring Agency, 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 Bid during the period of Bid Validity specified in the Form of Bid;
  - b) Disagrees to arithmetical correction made to the Bid price; or
  - c) having been notified of the acceptance of Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency 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 Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the 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 SBP Banking Services Corporation not later than the above date.

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

signed

\_\_\_\_\_  
[Signature of the Bank]

Dated on ..... day of ..... 20 .....

## **Form T10: Declaration for Ultimate Beneficial Owners Information**

ITB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

**[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per Stamp Duty Act]**

### **Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts**

1. Name
2. Father’s Name/Spouse’s Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. 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, following additional particulars 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

9. Information about the Board of Directors (details shall be provided regarding 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 (InBlock 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)				

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

Name & signature

(Person authorized to issue notice on behalf of the company)

Name of Bidder:	
Authorized Signature with Stamp of Bidder:	

## Section VII. Financial Proposal Forms

Following should be the contents of the **Financial Proposal Envelope**:

1.	Bid Form with Financials	Form F1
2.	Price Schedule in Pak. Rupees	Form F2

## Form F1 Bid Form with Financials

(Financial Proposal)

Date: \_\_\_\_\_  
 IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024  
 Title: Maintenance and Technical Support Services for Countrywide APC UPS  
 Systems (Excluding Batteries)  
 Bidder: \_\_\_\_\_

To:

Director  
 General Services Department  
 SBP Banking Services Corporation (HOK)  
 4<sup>th</sup> Floor BSC House, I.I Chundrigar Road,  
 Karachi –Pakistan

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, [the Service Provider], the undersigned, accept all stated terms and conditions and offer to supply and deliver the required services in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the 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 the Schedule of Activity.

We agree to abide by this Bid for a period of **140 days** from the date fixed for Bid opening under Clause 21 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall not constitute a binding Contract between us.

We understand that you are not bound to accept the lowest 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 [the Service Provider].

## Form F2 Price Schedule in PKR

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024

Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems  
(Excluding Batteries)

Bidder: \_\_\_\_\_

Below mentioned services & supplies will be as per technical requirements given in Section V- Technical Requirements. All prices must be in PKR. All the quotes must be provided as per format specified below.

#	4 Years SLA Charges (For 37 Countrywide UPS excluding Batteries)							
	Region	Year 1 Y1	Year 2 Y2	Year 3 Y3	Year 4 Y4	4 Year Cost Y=Y1+Y2+Y3+Y4	Tax Rate T	Total Amount Y+T
1.	Sindh						15%	
2.	Punjab						16%	
3.	KPK						15%	
4.	Balochistan						15%	
5.	AJK						5%	
6.	Capital						5%	
<b>Total SLA (Inclusive of all taxes in PKR)</b>								
<b>Total Amount in words:</b>								

**Note:**

- i. *The prices must include the price of incidental services. No separate payment shall be made for the incidental services.*
- ii. *Prices must be inclusive of all applicable taxes and duties.*
- iii. *Before filling this form, kindly read the Technical and Service level requirements in Section V.*
- iv. *Region wise distribution of the equipment shall be as per Section V Technical Requirements.*

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

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



## Section VIII. Form of Contract

---

*(To be submitted along with applicable stamp duty as per Applicable Stamp Act)*

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ between **State Bank of Pakistan** (hereinafter called “**the Procuring Agency**”) of the one part and [*the Service Provider*] of **Karachi, Pakistan** (hereinafter called “**the Service Provider**”) of the other part:

WHEREAS the Procuring Agency invited bids to provide certain Services viz., “**Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)**” (hereinafter called the “Services”);

The Service Provider, having represented to the Procuring Agency 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 a contract price of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. General Conditions of Contract;
  - ii. Special Conditions of Contract;
  - iii. Appendices;
    - Appendix -1 Notification of Award
    - Appendix -2 Acceptance Letter
    - Appendix-3 Supplier’s Representative
    - Appendix-4 Technical Specifications
    - Appendix-5 Schedule of Activity
    - Appendix-6 Price Schedule
    - Appendix-7 Payment Schedule
    - Appendix-8 Supplier Account Form (S2)
    - Appendix -9 Performance Security (Bank Guarantee)
    - Appendix -10 Integrity Pact
    - Appendix - 11 Declaration for Ultimate Beneficial Owners Information
    - Appendix - 12. The Service Provider’s Bid
3. The mutual rights and obligations of the Procuring Agency and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.
4. This agreement can only be amended or extended in writing and upon mutual agreement of both the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Sign and seal, (for the Procuring Agency):

\_\_\_\_\_  
Name:  
Designation:

Witness 1: \_\_\_\_\_  
Name:  
Designation:

Witness 2: \_\_\_\_\_  
Name:  
Designation:

Sign and seal, (for the Service Provider):

\_\_\_\_\_  
Name:  
Designation:

Witness 1: \_\_\_\_\_  
Name:  
Designation:

Witness 2: \_\_\_\_\_  
Name:  
Designation:

## Section IX. General Conditions of Contract (GCC)

### 1. General Provisions

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) Technical Specifications, Service Level Agreement and Activity Schedule are the required Services listed to be performed by the Service Provider forming part of his Bid;
  - (b) “Procuring Agency” means SBP Banking Services Corporation.
  - (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Agency
  - (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
  - (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
  - (f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
  - (g) “GCC” means these General Conditions of Contract;
  - (h) “Government” means the Government of the Islamic Republic of Pakistan ;
  - (i) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Procuring Agency under this Contract;
  - (j) “Party” means the Procuring Agency or the Service Provider, as the case may be, and “Parties” means both of them;
  - (k) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
  - (l) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Agency;

- (m) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Procuring Agency
- (n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Procuring Agency
- (p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in the Technical Specifications, Service Level Agreement and Schedule of Activities included in the Service Provider's Bid.
- (q) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan
- 1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to 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, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.
- 1.5 Location** The Services shall be performed at the specified locations by the Procuring Agency, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Service Provider may be taken or executed by the officials specified in the **SCC**.
- 1.7 Inspection and Audit by the Procuring Agency** The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

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

---

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the **SCC**.
- 2.2 Commencement of Services** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to 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 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Définition** For the purposes of this Contract, “Force Majeure” means an event which 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.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.6 Termination**
- 2.6.1 By the Procuring Agency** The Procuring Agency may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days’ in the case of the event referred to in (g):
- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within

thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Procuring Agency 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 in accordance with Clause 3.9;
- (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 in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Procuring Agency, in its sole discretion, decides to terminate this Contract.

### **2.6.2 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1, the Procuring Agency shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **3. Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications 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, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests:-**

**3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Service Providers nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (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 Subcontractors shall hire public 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.

**3.3 Confidentiality**

3.3.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Procuring Agency 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.

3.3.2. 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 Procuring agency's prior written consent.

3.3.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Procuring Agency may reject its bid and/or terminate the contract.

- 3.4 Insurance to be taken out by the Service Providers** The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SCC.
- 3.5 Service Providers' Actions Requiring Procuring Agency's Prior Approval** The Service Providers shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name ("Key Personnel Names"),
  - (c) changing the Program of activities; and
  - (d) any other action that may be specified in the SCC.
- 3.6 Reporting Obligations** The Service Providers shall submit to the Procuring Agency the reports and documents pertain to the required services or in any specified format required by the Procuring Agency.
- 3.7 Documents Prepared by the Service Providers to Be the Property of the Procuring Agency** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Procuring Agency, and the Service Providers shall, upon request from Procuring Agency 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 Procuring Agency, together with a detailed inventory thereof. The Service Providers 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 Contract
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Procuring Agency 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 Procuring Agency may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
- 3.8.3 Lack of performance penalty**



If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.

### **3.9 Performance Guarantee**

The Service Provider shall provide the Performance Guarantee to the Procuring Agency no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a Procuring Agency acceptable to the Procuring Agency, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date of 1 month from the Completion Date of the Contract

## **4. Service Provider's Personnel**

---

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel Names. The Key Personnel and Subcontractors listed by title as well as by name are hereby approved by the Procuring Agency.

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Agency finds that any of the Personnel 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 the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Procuring Agency**

---

### **5.1 Assistance and Exemptions**

The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased

accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 .

### **5.3 Services and Facilities**

The Procuring Agency shall make available to the Service Provider the Services and Facilities listed under “Services and Facilities Provided by the Procuring Agency”.

## **6. Payments to the Service Provider**

---

### **6.1 Lump-Sum Remuneration**

The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and 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 in accordance with Clauses 2.4 and 6.3.

### **6.2 Contract Price**

The price payable is set forth in the SCC.

### **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in “Breakdown of the Contract Price.”

### **6.4 Day works**

6.4.1 If applicable, the Day work rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Procuring Agency has given written instructions in advance for additional services to be paid in that way.

6.4.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Agency. Each completed form shall be verified and signed by the Procuring Agency representative as indicated in Clause 1.6 within two days of the Services being performed.

6.4.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.4.2

## **7. Quality Control**

---

### **7.1 Identifying Defects**

The Procuring Agency shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Procuring Agency may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

### **7.2 Correction of Defects, and**

(a) The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

- Lack of Performance Penalty**
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
  - (c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.3.

## **8. Settlement of Disputes**

---

**8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement** 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 in accordance with the Arbitration Act, 1940.

**8.3 Indemnity** The Service Provider agrees to indemnify the Procuring Agency and hold it harmless against any and all liabilities, including judgements and cost of litigation, for anything done or omitted by the Service Provider in the execution of this Contract.

## **9. Independent Contractor Status**

---

**9 Independent Status of Service Provider** 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

The Service Provider acknowledges and agrees that the Procuring Agency will not provide the service provider or its personnel with any remuneration, employee benefits, health insurance and that income tax / withholding tax is service provider's responsibility. The Service Provider shall ensure all applicable laws are strictly followed.

## Section X. Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>SCC 1.</b>	<b>Definitions</b>	GCC Clause 1
	(d) “Contract” is “ <i>Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)</i> ”	
	(e) “Contract Price” is [ <i>contract price in words and figures</i> ]	
	(l) “Service Provider” is “[ <i>the Service Provider</i> ]”	
<b>SCC 2.</b>	<b>Performance Guarantee</b>	GCC Clause 3.9
	10% Performance Guarantee is required against the total contract amount for the entire contract period.	
<b>SCC 3.</b>	<b>Effectiveness of Contract</b>	GCC Clause 2.1
	The date on which this Contract shall come into effect is _____.	
<b>SCC 4.</b>	<b>Commencement of Services</b>	GCC Clause 2.2
	The Starting Date for the commencement of Services is _____.	
<b>SCC 5.</b>	<b>Intended Completion Date</b>	GCC Clause 2.3
	The Intended Completion Date of Services is _____.	
<b>SCC 6.</b>	<b>Payment</b>	GCC 6.2
	Payment for Services shall be made in <b>Pakistani Rupees (PKR)</b> , as follows:-	
	Maintenance and Support Services payment shall be paid in eight (08) equal installments at the end of each six-month period subject to confirmation from Procuring Agency’s Technical Team.	
<b>SCC 7.</b>	<b>Prices</b>	GCC 6
	Prices payable to the Service Provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rates of all indirect taxes / duties and levies 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.	
<b>SCC 8.</b>	<b>Liquidated Damages</b>	GCC Clause 3.8
	If the Service Provider fails to provide services as per the required terms & conditions and service level agreement, the purchaser may deduct the Liquidated Damages at the	

rate of 0.02 percent of the total Contract Price per day after elapsing of applicable timelines mentioned in the SLA.

The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 2.6.1.

<b>SCC 9.</b>	<b>Resolution of Disputes</b>
---------------	-------------------------------

	GCC Clause 8.2
--	----------------

In case if the parties fail to resolve the dispute, such disputes shall be resolved through Arbitration in accordance with Arbitration Act 1940. The place of Arbitration will be

\_\_\_\_\_.

<b>SCC 10.</b>	<b>Notices</b>
----------------	----------------

	GCC Clause 1.4
--	----------------

Procuring Agency's address for notice purposes:

Director ITOD  
Information Technology Operations Department  
6th Floor, Main Building  
State Bank of Pakistan  
I.I. Chundrigar Road, Karachi

---

## **Section XI. Appendices (Contract)**

---

Appendix -1 Notification of Award

Appendix -2 Acceptance Letter

Appendix-3 Supplier's Representative

Appendix-4 Technical Specifications

Appendix-5 Schedule of Activity

Appendix-6 Price Schedule

Appendix-7 Payment Schedule

Appendix-8 Supplier Account Form (S2)

Appendix -9 Performance Security (Bank Guarantee)

Appendix -10 Integrity Pact

Appendix -11. Declaration for Ultimate Beneficial Owners Information

Appendix -12. The Service Provider's Bid

## Appendix -1 Notification of Award



STATE BANK OF PAKISTAN  
SBP Banking Services Corporation  
General Services Department  
Head Office

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024

Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems  
(Excluding Batteries)

To:

[insert: *name and address of Supplier*]

**Notification of Award for “Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)”**

Dear Sir or Madam,

It is hereby informed that [*the Service Provider*]’s bid for “*Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)*” has been accepted for a sum of [*contract price in words and figures*].

Please acknowledge with your Letter of Acceptance.

Yours Sincerely

[*Procurement Officer*]

## Appendix -2 Acceptance Letter

[Ref. No.]

[Date]

IFB No: GSD (PROC-I)/136236/Services/UPS SLA/2024

Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems  
(Excluding Batteries)

To:

Director  
General Services Department  
State Bank of Pakistan – BSC (HOK)  
4th Floor BSC House, I.I Chundrigar Road,  
Karachi -Pakistan

**Letter of Acceptance. for “Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)”**

Dear Sir,

We hereby Confirm and Accept the Notification of Award (*Insert Ref. No. of NoA*) for “*Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)*” for a sum of [*contract price in words and figures*].

We will submit requisite Performance Guarantees within twenty one (21) days and sign & return the Contract Agreement within twenty four (24) days from receipt of the Contract Form as per the terms of the Bidding Documents.

Yours Sincerely

Name

Designation

[the Service Provider]

Date:



## Appendix-3 Supplier's Representative

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	<i>[the Service Provider]</i>

Supplier's appointed Representatives are:

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

Name:	
Designation:	
Contact Details	
Land line:	
Cell:	
Email:	
Address:	

## Appendix-4 Technical Specifications

No: GSD (PROC-I)/136236/Services/UPS SLA/2024

Title: Maintenance and Technical Support Services for Countrywide APC UPS Systems  
(Excluding Batteries)

Supplier: *[the Service Provider]*

To be included at the time of signing of contract

## Appendix-5 Schedule of Activity

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

## Appendix-6 Price Schedule

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

## Appendix-7 Payment Schedule

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	<i>[the Service Provider]</i>

To be included at the time of signing of contract

## Appendix-8 Supplier Account Form (S2)



**STATE BANK OF PAKISTAN**  
Finance Department  
Supplier Bank Account Details Form

# S-2

<b>1. For OFFICE use: (Please Check)</b>															
Office: <b>SBP</b> <input type="checkbox"/> <b>BSC</b> <input type="checkbox"/>				Department: <b>General Services Department</b>											
Create New Supplier: <input type="checkbox"/>						Create New Site: <input type="checkbox"/>									
Update Supplier Info: <input type="checkbox"/>						Supplier Number: _____									
<b>2. Supplier Information</b>															
Supplier Name															
Supplier NTN										(9 digits)					
CNIC No.										(15 digit) If NTN Not available					
Supplier Address															
Supplier City															
Contact No.								Mobile No.							
E-mail Address								Fax No.							
<b>3. Bank Account Information</b>															
Bank Name															
Branch Name															
Branch Address															
Account No. (IBAN)				PK				Branch Type				Commercial <input type="checkbox"/>		Islamic <input type="checkbox"/>	
Branch License No.															
Account No. (17 digits)										Account Type:					
Title of Account															
<b>(Signature &amp; Stamp of Supplier)</b>															
Forwarded By:			Verified By:			Entered By:			Approved By:						
Date Creation / Updation Date															

**Note:**

- Information without complete Bank Account Details & NTN/ CNIC will not be accepted.
- All Payments will be made to suppliers through Bank Account.
- Any change in Bank Account should be conveyed immediately to SBP. Otherwise SBP will not be responsible for credit into wrong account of supplier due to change in bank account details.

## Appendix -9 Performance Security (Bank Guarantee)

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	<i>[the Service Provider]</i>

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

No. \_\_\_\_\_

Amount: \_\_\_\_\_

Validity: \_\_\_\_\_

To:

Director  
 General Services Department  
 State Bank of Pakistan – BSC (HOK)  
 4th Floor BSC House, I.I Chundrigar Road,  
 Karachi -Pakistan

WHEREAS *[the Service Provider]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. **GSD (PROC-I)/136236/Services/UPS SLA/2024** *[reference number of the contract]* to “**Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)**” (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 \_\_\_\_\_ 202\_\_\_\_.

Signature and seal of the Guarantors

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

\_\_\_\_\_  
*[address]*

## Appendix -10 Integrity Pact



STATE BANK OF PAKISTAN

**Declaration of Fees, Commissions and Brokerage etc  
Payable by the Suppliers of Goods, Services & Works**  
*Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004*

No:	GSD (PROC-I)/136236/Services/UPS SLA/2024
Title:	Maintenance and Technical Support Services for Countrywide APC UPS Systems (Excluding Batteries)
Supplier:	[the Service Provider]

[the Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

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

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

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

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



---

## **Appendix - 11. Declaration for Ultimate Beneficial Owners Information**

---

**[Required on non-judicial stamp paper; value of stamp paper should be as per required value as per  
Stamp Duty Act]**

---

## **Appendix - 12. The Service Provider's Bid**

---