Standard Bidding Document

336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi (Works)

National

Single Stage-Two Envelope

October 19, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **SBP BSC (SBP Banking Services Corporation (BSC))** has reserved Funds for the procurement planned for FY **2026-27**. The **SBP BSC (SBP Banking Services Corporation (BSC))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi**" with the reference of "**P105571**".

2. The **SBP BSC (SBP Banking Services Corporation (BSC))** invites sealed Bids from eligible Bidders for procurement of Works **(336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/105571** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, November 3, 2026 12:00 PM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Tuesday, November 3, 2026 12:30 PM**. Manual submission of Bids shall not be entertained. Those vendor who have not yet registered on the new version of **EPADS v2.0**, may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registeration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc.**

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (**www.ppra.org.pk**).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in

conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. Should the Procuring Agency deem it necessary to amend the BIDDING document as a result of a clarification, it shall do so following the procedure under ITB 7.

6.4. If indicated in the BDS, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is

issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. 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/Employer shall be written in the English language unless specified in the BDS. 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 pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. The bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

12.1. The Bidder shall fill the Form of Bids furnished in the bidding documents. The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

17.8. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

25.2. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor

informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

26.7. If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been

accepted by the bidder without any material deviation or reservation.

For this purpose:

“Deviation” means departure from the requirements specified in the Bidding Document.

“Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

28.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

28.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and

28.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/Employer 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, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS

and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

30.3. The Procuring agency/Employer's evaluation of a bid will take into account:

30.3.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

"Unbalanced" or "front-loaded" bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor's cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the

works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier's or manager's cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer's "**Notice to Commence**" as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1	**1.1**	Name of Procuring Agency:**SBP BSC (SBP Banking Services Corporation (BSC))** The subject of procurement is:**336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi** Expected commencement date: **Monday, December 21, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P105571**
3.	**3.1**	JV/Consortium or AssociationAllowed: **No** Number of JV/Consortium Members: **Nil**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, October 31, 2026
5.	**7.2**	Any addendum, in case issued, shall be published on **SBP BSC (SBP Banking Services Corporation (BSC))** website and on **EPADS v2.0**.
C. Preparation of Bids		
6.	**8.1**	List of documents required along with the bid: No
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*
11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**

13.	**16.1**	The Bids/Bid Validity period shall be: **180 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Tuesday, November 3, 2026 12:00 PM**

E. Opening and Evaluation of Bids

18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *:* ***Tuesday*** Date:***November 03, 2026*** Time *:* ***12:30 PM***
19.	**30.2**	Selection technique adopted will be: **Least Cost Based Selection (LCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **10.00%**. The Performance Guarantee shall be acceptable in the form of:**Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Eligible Bidders: Individual / Individual Consultant, Sole Proprietorship, Partnership Firm, Company (Private Limited), Company (Public Limited), Company (Holding Company), Company (Limited by Guarantee), State Owned Enterprise (Private Limited), State Owned Enterprise (Public Limited)

Required Registration
FBR (NTN)

Eligibility Criteria	Document
ATL FBR: Bidder must be registered with FBR in Income Tax and must be active taxpayer as per Federal Board of Revenue (FBR's) Data base i-e Active Taxpayer List.	Yes
Revenue Authority Registration: The Bidder should be registered with relevant / concerned Provincial Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	No
Undertaking: The bidder is required to submit form of bid as per format attached in Annexure 08.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**100**
Technical Evaluation Criteria	
Experience: Bidder must have at least two works awarded Rs.4.0 million or above pertaining to PABX supply/installation/upgrade related works during last 05 years. (Copies of work orders/ completion certificates/ contract agreements/equivalent documents). (Quantitative)(Doc Required)	20
Financial Capability/Liquid Assets: Annual Sales volume or Gross Turnover available at least Rs.10.0 M in any of the last five years. Attach Copy(s) of Audited Financial Statements or Income Tax return filed in FBR --- OR --- Bank Credit Line facility available of Rs.5.0 M or above during last one year or equivalent Liquid Assets) ---OR --- Financial Capability Available of Rs. 1.0 M or above. (Submit Bank statement as evidence showing required balance at any one instant in the statement of last three months before date of publication of tender notice) (Quantitative)(Doc Required)	20

OEM / Distributor: Bidder shall hold at least one of the below-listed valid credentials for the Openscape 4000 PABX system for last three (03) consecutive years including current year: (a) Original Equipment Manufacturer (OEM) --- (b) Authorized Distributor. The bidder shall provide appropriate valid documentary evidence of authorization and shall also submit form attached in Annexure 07 (Quantitative)(Doc Required)	20
Technical Specifications: The bidder/contractor shall provide technical brochures of quoted equipment complying with specification mentioned in Bill of Quantities (BOQ) (copies of Manual/ booklets/ specs sheet/ appropriate documentary reference) (Quantitative)(Doc Required)	20
Office / Support Office: The Bidder should have their own support offices, workshop and service network in Karachi. The office address and contact details should be submitted with the bid. (Quantitative)(Doc Required)	20

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Upgrade of PABX System for Integration with VRS System at 4th Floor Main Building and KDA Backup Site SBP Main Building, Karachi	Address: 4th floor main building and KDA backup site, SBP Head Office Karachi Schedule: 180 Days Quantity: 1/job	1/job	200000 PKR

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Work Specifications and Market Rates

Jobs Without Lots :

Job: Upgrade of PABX System for Integration with VRS System at 4th Floor Main Building and KDA Backup Site SBP Main Building, Karachi

Specifications / Requirements:

Sr. No	S.NO	Description	UNIT	QTY	RATE	Rate in Word	AMOUNT
1	1	Upgrade of PABX System for Integration with VRS System at 4th Floor Main Building and KDA Backup Site SBP Main Building, Karachi	Job	1	8977250		8977250
						GRAND TOTAL:	Rs8,977,250.00

Scope of Work

As per Annexure 04

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. 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**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

5.2. A {DOCUMENTS}

6. **Authorized Representatives / Authority of Member in charge**

6.1. 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 Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **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 in so far 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.

13.3. **Extension of Time**
Any period within which a Contractor 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.

13.4. **Payments**
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**
The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**
The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**
The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**
The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor 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 Contractor 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.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**
The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**
Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', 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**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. 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 Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **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 Contractor by adjusting the next payment certificate. The

Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**
If the Contractor 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 Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

24.1. 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 Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. 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 Contractor 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.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. 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 Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are

found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor 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 the **SCC**.

29.2. A {INSPECTION}

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor 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.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor 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 contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).

The Supplier is:

The title of the subject procurement is: 336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer
Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).
+92-213-450-4122
shehzad.memon@sbp.org.pk

Contractor/ Bidder:

[Name, address and telephone number]

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer
Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).
+92-213-450-4122
shehzad.memon@sbp.org.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be ……

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P105571***

To: **SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our 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 Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **336-Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi (*P105571*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] 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, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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, [Name of Supplier] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] 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.

Performance Guarantee Form

Performance Guarantee Form

To: **SBP BSC (SBP Banking Services Corporation (BSC)), Executive Engineer Engineering Department, 1st Flor, SBP Boulton Market Building, M.A Jinnah Road, Saddar Sub-Division, Karachi South (District), Karachi (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure-01 - Bidding Data Sheet (BDS) – Part-B

Annexure-01 - Bidding Data Sheet (BDS) – Part-B

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-01 - Bidding Data Sheet (BDS) – Part-B** (page number: 76)

Annexure-02 - Section VIII - SCC (Part-B)

Annexure-02 - Section VIII - SCC (Part-B)

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-02 - Section VIII - SCC (Part-B)** (page number: 77)

Annexure-04 - Bill of Quantities

Annexure-04 - Bill of Quantities

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-04 - Bill of Quantities** (page number: 87)

Annexure-05 - Scope of Works & KPI

Annexure-05 - Scope of Works & KPI

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-05 - Scope of Works & KPI** (page number: 89)

Annexure-07 - Forms

Annexure-07 - Forms

Technical Submission (Vendor)

See Form Under Additional Forms and Documents: **Annexure-07 - Forms** (page number: 90)

Annexure-08 - Form of Bid

Annexure-08 - Form of Bid

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-08 - Form of Bid** (page number: 92)

Annexure-09 - Supplier Account Form

Annexure-09 - Supplier Account Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-09 - Supplier Account Form** (page number: 93)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
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Additional Forms and Documents

Annexure-01

Bidding Data Sheet (BDS) – Part-B

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) and Bidding Data Sheet. Whenever there is a conflict, the provisions herein shall prevail over those in ITB and Bidding Data Sheet.

ITB No.	Amendments of, and Supplements
Preparing of Bids	
11.5 & 13.5	The bid price shall be fixed and no price adjustment will be made.
13.3.2	Alternative Bids to the requirements of the bidding documents will not be permitted.
18.1	Add the following The Bid Security shall be in favor of "State Bank of Pakistan (SBP BSC)" in the form of Payment Order / Banker's Cheque / Bank Draft and shall be valid till Bid Validity period.
28.	**Determination of Unit Rates** The total quoted Bid Price shall be apportioned among the individual BOQ items in proportion to their respective employer's / engineer's estimated unit rates, and the corresponding individual unit rates shall be determined accordingly, without altering the total quoted Bid Price. The Bidder shall be deemed to have accepted such determination and adjustment of the individual unit rates. In the event that the Bidder fails or refuses to accept the aforesaid determination or adjustment, the Bid shall be treated as non-responsive, and the Bid Security shall be forfeited.
41.1	**Performance Security (or Guarantee)** Add the following at the end Performance Guarantee shall be valid till successful completion of Defect Liability Period
42.2	**Advance Payment** N/A

Section VIII – Special Conditions of Contract (SCC) – Part-B

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC and SCC.

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
6.1	**Authorized Representatives / Authority of Member in charge** The Authorized representative will be mentioned in Notice to Commence / Work Order
8.1	**Commencement of Services** The Commencement date will be mentioned in Notice to Commence / Work Order
9.1	**Program schedule** Contract Duration is: **<u>180</u> days,** from start of commencement of Contract. Refer Annexure-04 & 05 - Scope of Works & KPI
12	**VARIATIONS AND CLAIMS** **12.1 Right to Vary** The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause. **12.2 Valuation of Variations** Variations shall be valued as follows: a) at a lump sum price agreed between the Parties, or b) where appropriate, at rates in the Contract, or c) rates notified by the Government Departments/agencies, or d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For the valuation of variations and determination of rates for non-BOQ/extra items, the approval of the Head/Director Engineering shall be obtained. The decision of the Head/Director Engineering in this regard shall be final and binding upon both parties. The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations. **12.3 Early Warning** The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise for Extension in time.

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, the Contractor's entitlement to extension of the Time for Completion may be reduced/rejected. **12.4 Variation Procedure** The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations within twenty-eight (28) days of the instruction. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.
13.3	**Extension of Time** The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Employer's Risks, or Early Warnings, or adverse ground conditions, force majeure not leading to Contract termination, or any instruction of the Employer to slow down the progress of works or change in the scope of Works by the Employer requiring additional time for completion of the Works as per the revised scope of Works, may request the Employer to extend the Completion Time reasonably. The Contractor must have to provide complete record of the circumstances on account of which extension of time is being applied along with an up-dated program/schedule in bar chart form for completion of the balance works. The Employer may evaluate the request lodged by the Contractor and extend the Completion Time. The decision of the Director/Head Engineering will be final & binding upon the Contractor. It is being understood and agreed by the Contractor that the sole remedy for delay shall be extension in the time for performance of the Contractor's work, which extension shall not be subject to any valuation.
13.4	**Force Majeure & Payment upon Termination** In the event the project cannot be materialized for any reason, or if the works are suspended or discontinued at any stage, the Contractor shall only be entitled to payment for the works executed. No other payments claim in this regard shall be admissible. The decision of the Director/Head of Engineering shall be final and binding in this regard.
17	**Insurance to be taken out by the Contractor** From AA rated Insurance Company of PACRA/ JCR. **The Works** Amount of Cover: The sum stated in Letter of Acceptance plus fifteen percent 15%. **Contractor 's equipment** Amount of Cover: Full replacement Cost Injury to Person and Damaged to Property including Third Party Insurance **Amount of Cover:** I) As per workmen compensation act II) Contractor's all Risk including Third party III) damages to the Structure, stores if supplied by the Bank

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
20.	**Liquidated Damages** If the Contractor fails to complete the Works, or any Section where a separate Time for Completion is specified, within the applicable Time for Completion, the Contractor shall pay Delay Damages to the Employer for each day of delay from the expiry of the applicable Time for Completion until the date of completion of the Works or relevant Section. The rate of Delay Damages shall be 0.1% of the Contract Value at the expiry of the applicable Time for Completion per day of delay, subject to a maximum aggregate amount of 10% of the Contract Price. The Employer may, without prejudice to any other right or remedy available to it under the Contract and/or applicable law, recover such Delay Damages by deduction from any amount due or becoming due to the Contractor, including amounts payable under interim or final payment certificates. The payment or deduction of Delay Damages shall not relieve the Contractor from its obligation to complete the Works or from any other obligations, liabilities or responsibilities under the Contract.
20.2	**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 Contractor by adjusting the next Payment Certificate. No interest shall be payable to the Contractor on the amount of such overpayment.
28	**Terms and Conditions of Payment** Add the following 28.2.1 The Contractor shall submit to the Employer/Engineer, from time to time, a Statement, Bill or Invoice setting out in detail all amounts to which the Contractor considers himself entitled under the Contract, together with all supporting documents and records (if required) to substantiate such amounts, in such form and manner as may be prescribed by the Employer/Engineer from time to time. 28.2.2 The Employer/Engineer shall have the right, by any Bill or Interim Payment Certificate, to make any correction, adjustment or modification to any amount previously certified in any Interim Payment Certificate. Furthermore, if any part of the Works is not being executed to the satisfaction of the Employer/Engineer or is not in accordance with the Contract, the Employer/Engineer shall have the authority to omit, withhold or reduce the value of such work in any Interim Payment Certificate until the Contractor has satisfactorily rectified the relevant deficiencies. 28.2.3 The Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of this cost except where otherwise expressly provided for in the Contract. 28.2.4 Upon issuance of Final Completion Certificate, the payments pertaining to the Works completed during Defects Liability Period and / or money as Retention Money shall be released as per sub-Clause-28.3 and the accounts for the contract shall be closed. The Employer shall release payments within sixty (60) days.

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	28.3 Retention Money 10% of the net payable amount from each bill (except Mobilization Advance) of the Contractor will be deducted as retention money. The retention money would be released as follows: a. 5% on Completion of the whole work, b. Balance 5% after successful completion of the Defects Liability Period / Warranty Period. **28.4 Advance Payment:** If requested by the Contractor, an interest-free Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of an Advance Bank Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan subject to approval of Director/Head Engineering Payments shall be made as per the following criteria; First part of the Mobilization Advance within twenty (20) days after verification of the approved/ legible Bank Guarantee from the issuing bank. Second part of the mobilization advance on arrival of required tools & plants and commencement of Works at site to the entire satisfaction of the Employer. **28.6 Recovery of Advance:** Advance paid to the Contractor shall be recovered from the interim bills of the Contractor @ 15% of total amount of work done at site for the bill being processed till the time that whole of the amount of Mobilization Advance has been recovered. **28.7 Secured Advance** The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that: (a) The materials are in accordance with the Specifications for the permanent works; (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer in charge but at the risk to cost of the Contractor; (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge; (d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	(e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer. f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity & verification of the quality of materials at site by the Employer may be paid The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1st bill of the Contractor submitted after release of the Secured Advance.
29.1	**Defects Liability Period** Defects Liability Period (DLP) shall be 365 days
30.1	**Correction of Defects, and Lack of Performance Penalty** **Remedying Defects** The Contractor shall from the date of issue of the Taking Over Certificate carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Defect Liability Certificate Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. **Uncovering and Testing** The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured, and correct dimensions thereof be taken before same is covered or placed beyond the reach of measurement. The Engineer-in-Charge shall check the Contractor's Work and notify the Contractor of any Defects if found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a defect and to uncover/ or testing any work that the he considers may have a Defect **Failure to remedying Defects** Failure to remedy any defect(s) or complete the outstanding Works except the defects not attributable to the Contractor, to the entire satisfaction of the Employer within a notified time shall entitle the Employer to extend the defect liability period and / or carry out all necessary works at the Contractor's risk to cost.
31.1	**Settlement of Disputes Amicable Settlement** For Notices Procuring agency/Employer/ Engineer's Authorized representatives name and address: Director / Head Engineering, State Bank of Pakistan

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
32.1	**Dispute Settlement** 32.1.1 Any dispute arising out of or in connection with the Contract which is not resolved amicably through mutual consultation and/or negotiation shall be referred to arbitration in accordance with the Arbitration Act, 1940, as amended from time to time. 32.1.2 The place/seat of arbitration shall be Karachi, Pakistan and the arbitration proceedings shall be conducted in the English language. 32.1.3 The Arbitrator shall, in the first instance, be appointed by mutual consent of the Employer and the Contractor. 32.1.4 In the event that the Parties fail to agree upon the appointment of an Arbitrator within fourteen (14) days from the date of written request by either Party for such appointment, the appointment shall be made in accordance with the applicable provisions of the Arbitration Act, 1940. 32.1.5 The arbitral award shall be final and binding upon the Parties to the extent provided under applicable law. 32.1.6 Unless otherwise directed by the Arbitrator or agreed between the Parties, the Contractor shall continue to perform its undisputed contractual obligations during the pendency of the dispute and the Employer shall continue to make payment of undisputed amounts properly due under the Contract.
33	Add the following clauses **Attendance of Meetings** The Contractor shall attend all meetings along with his authorized representative(s) when called by the Employer to discuss the quality and progress of Works, site matters and other matters related to the Contract, without any compensation from the Employer
34	**Progress Report** Monthly progress report in the format acceptable to the Engineer shall be prepared by the contractor and submitted to the Engineer in soft/hard format
35	**Lighting Work at Night** In the event of work being carried out at night, the Contractor shall, at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer's Representative.
36	**Right of way and Facilities/utilities** The Contractor shall bear all costs and charges for special and or temporary right of way which may be required for the purposes of the work including those for access to the site The Contractor shall also obtain/arrange at the contractor's risk and cost such facilities /utilities which may be required for the purpose of the work including but not limited to material storage areas, labor accommodation, site offices, temporary access roads, water, electricity etc. All costs, charges, rents, licenses, permissions, utilities and other expenses associated with such facilities shall be borne/obtained by the Contractor.
37	**Health, Safety, Environment and Security (HSE&S)**

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	37.1 **General Compliance** The Contractor shall, at its own cost and responsibility, comply with all applicable laws, regulations, codes, standards and statutory requirements relating to Health, Safety, Environment and Security (HSE&S), together with the Employer's applicable HSE&S policies, procedures, rules and instructions communicated to the Contractor from time to time. The Contractor shall take all necessary measures to protect the health, safety and security of its personnel and all other persons affected by the Works and to prevent damage to property and adverse environmental impacts arising from the performance of the Works. All costs associated with compliance with the requirements of this Clause shall be deemed included in the Contract Price, and no separate or additional payment shall be made to the Contractor on this account. 37.2 **HSE&S Management, Inspection and Compliance** The Employer/Engineer may, at any time, conduct inspections, audits and assessments of the Contractor's compliance with HSE&S requirements. The Contractor shall provide all necessary access, information, records and cooperation and shall promptly rectify any deficiency or non-compliance identified by the Employer/Engineer. The Contractor shall immediately comply with any reasonable instruction issued by the Employer/Engineer for the prevention or rectification of any unsafe condition, security risk or environmental hazard. The Employer/Engineer may direct the Contractor to suspend any activity that is being performed in an unsafe manner or in violation of applicable HSE&S requirements. The Contractor shall not be entitled to any extension of time, additional payment or compensation arising from any suspension caused by its failure to comply with its HSE&S obligations. 37.3 **Personnel Competence and Training** The Contractor shall ensure that all personnel engaged in the Works are adequately trained, competent and qualified to perform their assigned duties safely. The Contractor shall ensure that its personnel understand the risks and hazards associated with their work and shall maintain appropriate records of HSE&S training, inductions and certifications. Such records shall be provided to the Employer/Engineer upon request. 37.4 **Safety, Security and Incident Reporting**

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	The Contractor shall perform the Works in a manner that does not compromise the safety, health, security or environmental standards applicable to the Site. The Contractor shall promptly notify the Employer/Engineer of: a. any accident, injury or dangerous occurrence; b. any actual or potential security threat relating to the Site or the Works; c. any environmental incident, pollution or release of hazardous substances; and d. any other condition that may materially affect the health, safety, security or environment of the Site. The Contractor shall provide all relevant information regarding its working practices, materials, plant and equipment as may reasonably be required by the Employer/Engineer. 37.5 **Environmental Protection** The Contractor shall take all reasonable and necessary measures to prevent pollution and minimize adverse environmental impacts arising from the Works, including, where applicable: a. control of air emissions, dust and other pollutants; b. control of noise and vibration; c. recovery, reuse and recycling of usable materials; d. proper handling, storage, transportation and disposal of hazardous materials and chemicals; e. preservation of natural land, vegetation and other environmental resources to the extent practicable; and f. protection of archaeological, historical or culturally significant sites encountered during the execution of the Works. 37.6 **Personal Protective Equipment (PPE)** The Contractor shall, at its own cost and responsibility, provide, maintain and ensure the mandatory use of appropriate Personal Protective Equipment (PPE) by all persons engaged in or affected by the Works under its control, including its employees, subcontractors and labourers. The Contractor shall ensure that PPE appropriate to the nature of the work and associated hazards is used at all times. Such PPE shall include, where applicable: a. safety helmets; b. safety shoes or boots; c. high-visibility jackets or vests; d. safety gloves; e. safety goggles or face shields; f. hearing protection; g. respiratory protection; and h. safety harnesses and fall-arrest systems for work at height.

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
	All PPE shall comply with applicable standards and shall be properly maintained, regularly inspected and promptly replaced when damaged, defective or unsuitable for use. No person shall be permitted to undertake any activity without the PPE required for that activity. 37.7 **First Aid** The Contractor shall, at its own cost, provide and maintain an adequately stocked first-aid box at the Site and ensure that appropriate arrangements are available for providing prompt first aid and medical assistance in the event of injury or emergency. The first-aid box shall be readily accessible, and the Contractor shall ensure that at least one suitably trained person is available to provide first aid during the execution of the Works. 37.8 **Non-Compliance and Remedies** Any failure by the Contractor to comply with the requirements of this Clause shall constitute a breach of its contractual obligations. Without prejudice to any other rights or remedies available under the Contract or applicable law, the Employer/Engineer may: a. require the Contractor to immediately rectify any non-compliance; b. stop or suspend any unsafe activity until the required corrective measures have been satisfactorily implemented; c. arrange for the required safety measures or Personal Protective Equipment (PPE) to be provided where the Contractor fails to do so, and recover the full cost thereof from the Contractor by deduction from any amounts due or becoming due to the Contractor; d. where any person under the Contractor's control is found undertaking work without the required PPE, impose a penalty of Rs. 5,000/- (Rupees Five Thousand only) per person per occurrence; e. in case of repeated or serious PPE violations, including failure to use mandatory fall-protection equipment while working at height, impose a penalty of Rs. 10,000/- (Rupees Ten Thousand only) per person per occurrence, in addition to stopping or suspending the relevant activity until the required corrective measures have been implemented; and/or f. in the event of serious, material or repeated non-compliance with HSE&S requirements, take such further action, including suspension or termination of the Contract. Any delay, loss, damage, cost or consequence arising from the Contractor's failure to comply with its HSE&S obligations shall be borne solely by the Contractor. All penalties and recoverable costs under this Clause may be deducted from the Contractor's bills or from any other amounts due or becoming due to the Contractor.

Section VIII – Special Conditions of Contract (SCC) – Part-B

GCC Clause No.	Amendments of, and Supplements to, Clauses in the GCC
38	**Site Clearance** Upon completion of the Works, or at such earlier stage as may be directed by the Employer, the Contractor shall remove from the Site all temporary structures, camps, dumpsites, debris, surplus materials, waste and other obstructions arising from the execution of the Works, and shall fill and properly reinstate all trenches, excavations and other areas disturbed by the Contractor. The Contractor shall obtain a Site Clearance Certificate from the Employer and submit the same with each Running Bill or the Final Payment Application, as the case may be. In the event that the Contractor fails or refuses to carry out the required site clearance within the period specified by the Employer, the Employer may, without prejudice to any other rights or remedies available under the Contract, undertake or arrange for such work to be carried out through other sources or contractors. The Employer shall be entitled to recover all costs and expenses so incurred from any amount due or becoming due to the Contractor, including retention money and/or any other sums payable under the Contract. If such amounts are insufficient, the Employer may recover the balance from the Performance Security, subject to the terms and conditions of the Contract. In this regard, the decision of the Director/Head of Engineering shall be final and conclusive, subject to the dispute resolution provisions of the Contract

Annexure-04

BILL OF QUANTITIES

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer.
3. The bid amount shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes, GST, PST/SST and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. Prices quoted by the Supplier will remain fixed during the contact period. Except otherwise mentioned in the Contract, the Supplier shall NOT be entitled for price adjustment on account of any change in wages, material prices, POL prices, tax rates etc. whatsoever on any other account.
5. The Supplier hereby irrevocably and unconditionally waives all claims, direct, indirect or consequential arising out of price escalations, decrease or increase in quantities etc. in connection with the Agreement.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. The brand names have been provided in order to establish a standard of performance and reliability. However, it does not indicate a preference for a particular brand. The bidder may propose other brands which can be accepted subject to necessary tests to establish equivalency.
8. The total quoted Bid Price shall be apportioned among the individual BOQ items in proportion to their respective employer's / engineer's estimated unit rates, and the corresponding individual unit rates shall be determined accordingly, without altering the total quoted Bid Price.
9. The Bidder shall be deemed to have accepted such determination and adjustment of the individual unit rates. In the event that the Bidder fails or refuses to accept the aforesaid determination or adjustment, the Bid shall be treated as non-responsive, and the Bid Security shall be forfeited.

PUBLIC (PPRA) EPADS

Annexure-04

BILL OF QUANTITIES

S. No	Description	UoM	Qty	Rate (Rs.)	Amount (Rs.)
1	Supply and Installation of OpenScape Business IP User Licenses for existing DMMD Active & Standby Systems & KDA PABX System, fully compatible with Unify X8 PABX system, and complete in all respects as directed by Engineer In-charge.	Job	80	24,150	1,932,000
2	Supply of Voice Channel Boaster Card, each with 40 IP Channels, fully compatible with Unify X8 PABX system, and complete in all respects as directed by Engineer In-charge.	Job	3	183,750	551,250
3	Supply, installation, testing and commissioning of IP sets with HFA protocol, with at least 5 built in programmable keys, PoE support, and option of key module attachment, fully compatible with Unify X8 PABX system and enabled for Voice Recording System (VRS) integration, complete in all respects as directed by Engineer In-charge.	Job	40	149,100	5,964,000
4	Supply, installation, testing and commissioning of Key Modules compatible with sets mentioned at Sr#3, providing at least 8 illuminated and programmable function keys, compatible with Unify X8 PABX system, complete in all respects as directed by Engineer In-charge.	Job	10	42,000	420,000
5	Integration, testing and commissioning of all supplied components (IP Licenses, Channel Booster Card, IP Phones, and Key Modules) with the existing Unify X8 PABX system and the Voice Recording System (VRS) to ensure full functionality, end-to-end connectivity, and complete in all respects as per site requirement and directed by Engineer In-charge.	Job	1	110,000	110,000

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Construction Schedule

Completion / Delivery Time: 180 Days

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following:

Duration of substantial completion of Key Performance Indicators		
Scope of Work	**Activities**	**No. of Days**
Submission of technical documents along with data sheets, and specifications for information as marked.	1	15 after work order
Approval from Employer	2	10 (after 1)
Placement of Order and submission of documentary evidence, copy of Letter of Credit etc.	3	30 (after 2)
Submission of documentation for Export Permit	4	20 (after 3)
Submission of copies of Factory Test reports with English Translation and shipment documents	5	10 (after 4)
Shipment	6	40 (after 5)
Material delivery at Site	7	10 (after 6)
Installation, testing and commissioning of all items	8	30 (after 7)
Finishing Work and attending punch listing items	9	15 (after 8)
Total Time allowed for completion		**180 days**

The above Key Performance Indicators should be taken into consideration by the bidder in order to execute the works.

If the above KPI is not acceptable to any bidder, the bidder will prepare its own Work Program along with detailed justification for its change. Bids without above given Work Program or bidder's own proposed Work Program without justification shall not be considered responsive.

Works will be executed in nights and during day time as well on weekends etc.

FORMS

Manufacturer's Authorization Form

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

Title: _____

Bidder: _____

To: *[*[Company]

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

FORMS

Distributor's Authorization Form

[The Bidder shall require the Distributor to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Distributor and should be signed by a person with the proper authority to sign documents that are binding on the Distributor.]

Title: _____

Bidder: _____

To: *[*[Company]*]*

WHEREAS

We *[insert complete name of* official Distributor*],* who are official Distributor of *[insert type of goods manufactured],* having Distributor / office at [insert full address of Distributor], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by _____ *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Annexure-08

Letter of Bid / Form of Bid

Title: _____

Bidder: _____

We, the undersigned Bidder, hereby submit the first part of our Bid, the Technical Proposal

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders**;**

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with Instructions to Bidders;

(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring agency/Employer based on execution of a Bid Securing Declaration or Bid Securing Declaration in the Procuring agency/Employer's country in accordance with Instructions to Bidders**;**

(d) **Conformity:** We offer to execute works in conformity with the bidding document and in accordance with the works requirements: [**Upgrade of PABX system for integration with VRS system at 4th floor main building and KDA backup site, SBP Head Office Karachi**];

(e) **Bid Validity Period**: Our Bid shall be valid for the period specified in **Instruction to Bidders** (as amended, if applicable) from the date fixed for the Bid submission deadline (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

(f) **Performance Security**: If our Bid is accepted, we commit to obtain performance security in accordance with the bidding document;

(g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements**;**

(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity (NACTA) or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring agency/Employer. Further, we are not ineligible under Pakistan laws;

(i) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(j) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(k) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Seal & Signature of Bidder: _____

Date: _____

Annexure-09

SUPPLIER ACCOUNT DETAILS – S2 FORM

	STATE BANK OF PAKISTAN **BANKING SERVICES CORPORATION** **Supplier Bank Account (IBAN) Details Form**	**S-2**

1. For Office use:

***Office/Deptt**				***Supplier No.**			**WHT Rate**
Supplier	**New**		**Update**		***Liability A/C**		
***Supplier Type**					***Prepayment A/C**		

2. Supplier Information

***Supplier Name**			
***Supplier NTN**		**CNIC No.**	
***Supplier Address**			
		***Supplier City**	
***Contact No.**		**Mobile**	
***E-mail Address**		**Fax No.**	

3. Bank Account Information

***Bank Name**					
***IBAN (24 Characters)**					***Supplier Stamp & Signature**
***Branch Type**	**Islamic**		**Commercial**		
***Title of Account**					

(For Office use only)

Forwarded By	**Verified By**	**Entered By (Supplier Mgt User)**
(Procurement Function)		
	Date	

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