Standard Bidding Document

346-UPS Management Services for BPAS/BDS Machine UPS Installed SBP BSC Field Offices, State Bank of Pakistan (Non-Consultancy Services)

National

Single Stage-Two Envelope

November 20, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

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 "**346-UPS Management Services for BPAS/BDS Machine UPS Installed SBP BSC Field Offices, State Bank of Pakistan**" with the reference of **"P190908"**

2. The **SBP BSC (SBP Banking Services Corporation (BSC))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque** or Bid Securing Declaration on the prescribed format described.

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/190908**.

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 **Thursday, December 10, 2026 12:00 PM**. E-bids will be opened on the same day at **Thursday, December 10, 2026 12:30 PM**. Manual submission of Bids shall not be entertained. Those vendors 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 registration process is available at

https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. The Eligibility of the Bidders shall be determined in accordance with the Rule 21 of the Public Procurement Rules, 2026.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 8.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. All clarification shall be in accordance with the Rule 38 of the public Procurement Rules, 2026.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 10 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

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

9.1.4. Documentary evidence established in accordance with ITB 11.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 17; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

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 bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

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

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 12 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 14.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

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

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 17.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 17.5 are invoked.

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

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

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

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 30; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 48; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 49.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

22.1. PA to establish a Procurement Cell which shall carryout procurements as per Rule 10 of Public Procurement Rules, 2026.

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. The Procuring Agency will open all bids through EPADS at the place, on the date and at the time, specified in the **BDS**.

26.2. The bids shall be opened one at a time, and the following and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

27. **Confidentiality**

27.1. 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 person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 4**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 9,10 and 11** have been provided in the bids. 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.

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

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and**

Schedule of Requirements,prescribed inthe bidding document have been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 28,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency 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;

30.1.2. 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

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

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

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 17.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 28.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

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

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful 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.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-clause (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. Appointing Authority for the Arbitrator shall be Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by

according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and that has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 49** and signing of the contract in accordance with **ITB 48.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**,

denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 49.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/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

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and

accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2024 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **SBP BSC (SBP Banking Services Corporation (BSC))**

The subject of procurement is: **346-UPS Management Services for BPAS/BDS Machine UPS Installed SBP BSC Field Offices, State Bank of Pakistan**

Expected commencement date: **Thursday, December 31, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P190908**

BDS Clause Number 3
ITB Number 4

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, December 7, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **SBP BSC (SBP Banking Services Corporation (BSC))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given
Instrument of Bid Security Shall be in the Name of : **SBP BSC**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 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: **Thursday, December 10, 2026 12:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Thursday***

Date: ***Thursday, December 10, 2026***

Time *: **12:30 PM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Pay Order, Banker's Cheque, Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	**100**
Technical Evaluation Criteria	
OEM Certificate: Bidder must be OEM or OEM’s authorized partner having valid partnership certificate for last 03 (three) consecutive years (OEM Certificate/ OEM letter/ OEM Web reference as proof of being a valid authorized Partner of the OEM) (Quantitative)(Doc Required)	20
OEM Certificate for this procurement: Bidder must be authorized by OEM specifically for this procurement (Authorization Letter from OEM must be provided) (Quantitative)(Doc Required)	20
Experience: Bidder must have experience of at least 02 (two) similar assignments of providing Maintenance and Technical Support for similar capacity UPS systems during last 05 (five) years (Attach Copy of Purchase or Delivery Orders or Contracts or project Completion or Sign-off Certificate with contact details). (Quantitative)(Doc Required)	20
OEM trained/certified technical resources: Bidder must have at least 01 (one) OEM trained/certified technical resources on three phase UPS Systems (Attach copies of OEM Certificates with Technical Resources profile) (Quantitative)(Doc Required)	20

Office Location: Bidder must have point of presence in Karachi, Lahore and Islamabad / Rawalpindi (Attach proof of address with phone numbers) (Quantitative)(Doc Required)	10
Financial Capability/Liquid Assets: Annual Sales volume or Gross Turnover available of at least Rs.200 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.40 M or above during last one year or equivalent Liquid Assets) ---OR --- Financial Capability Available of Rs. 10 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)	10

Required Services

Lot Title : Services for UPS

Bid Security : 1000000 PKR

Position	Delivery Schedule	Quantity
Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 1st year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job
Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 2nd year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job
Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 3rd year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job

Position	Delivery Schedule	Quantity
Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 1st year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job
Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 2nd year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job
Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 3rd year	**Address:** See Annexure-04 - Scope of Services **Schedule:** 365 Days **Quantity:** 1/job	1/job

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services :

No

Services Specifications

Lot Title : Services for UPS

Position: Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 1st year

Specifications / Requirements:

See attached Annexure

Position: Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 2nd year

Specifications / Requirements:

See attached Annexure

Position: Services for 06X 80KVA UPS (Easy UPS 3M) - Schneider Electirc with battery Banks 12V 9AH (with parts) - 3rd year

Specifications / Requirements:

See attached Annexure

Position: Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 1st year

Specifications / Requirements:

See attached Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Position: Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 2nd year

Specifications / Requirements:

See attached Annexure

Position: Services for 04X 200KVA UPS (Easy UPS 3M) - ABB with battery Banks (with parts) - 3rd year

Specifications / Requirements:

See attached Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

See attached Annexure(s)

Brief Description

See attached Annexure(s)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position 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.**

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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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**.

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. **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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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

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).

Contractor is:

The title of the subject procurement is:346-UPS Management Services for BPAS/BDS Machine UPS Installed SBP BSC Field Offices, State Bank of Pakistan

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 16**.**

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 **0.05%** 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:
Instrument of Performance Guarantee shall be in the Name of : **SBP BSC**

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

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, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P190908***

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., **346-UPS Management Services for BPAS/BDS Machine UPS Installed SBP BSC Field Offices, State Bank of Pakistan (*P190908*)** and has accepted a Bids by the Bidder for the provision of Services 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 Non-Consultancy Services*(*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

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: 70)

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: 71)

Annexure-04 - Scope of Services

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure-04 - Scope of Services** (page number: 78)

Annexure-08 - Form of Bid & NDA

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-08 - Form of Bid & NDA** (page number: 84)

Annexure-09 - Supplier Account Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-09 - Supplier Account Form** (page number: 88)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

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.
13.2	**Add the following** 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)"
27	**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.
42	**Performance Security (or Guarantee)** Add the following at the end Performance Guarantee shall be valid till successful completion of Defect Liability Period / Warranty Period

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.

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
2.1	**Applicable Laws:** The Service Provider agrees to comply with all applicable laws, regulations, rules, and codes in connection with the performance of its obligations under this contract and indemnify defend, and hold harmless the Client and its officers, directors, employees against any and all claims, liabilities, damages, losses, penalties, fines, costs, and expenses etc arising out of or in connection with no-compliance or alleged non-compliance with such laws, regulations, rules, or codes. This indemnity shall survive the termination or expiration of this contract
5.1	**Location:** The services shall be performed at locations mentioned in the Annexure-04 scope of services.
7.1	**Authorized Representatives / Authority of Member in charge** The Authorized representative will be mentioned in Notice to Commence / Work Order
9.1	**Commencement of Contract:** Date will be communicated once the work order is issued upon signing the agreement.
11.2	**Expiration of Contract:** The duration shall be **thirty-six (36) months** **Extension of Contract:** The Contract may further be extended on same rates, terms and conditions for a period suitable to Client to call new tenders and award of a fresh contract.
14.4	**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.
19	**Insurance to be Taken Out by the Bidder** Not applicable
20.1 and 20.3	If the Service Provider fails to provide services as per the required terms & conditions and service level agreement, the purchaser may deduct the Liquidated Damages at the rate of **0.05 percent** of the total SLA Contract Price (for the respective site) per day from the Invoice Payable after elapsing of applicable timelines mentioned in the SLA up to a maximum deduction of the 10 percent of the SLA contract (of the respective). After which the Procurement Agency may consider termination of the contract
22.2	**Correction of Payment** Not applicable
28	**Terms & Conditions of Payment:** Advance Payment: **N/A** Payments shall be made on a quarterly basis. The Service Provider shall submit its duly prepared invoices/bills to the SBP BSC office at the address specified in the Bidding Documents for processing and payment.
29.1	**Quality Control Identifying Defects:** Warranty / Defect Liability Period of parts shall be 365 days.
32.1	**Place of Arbitration and Award**

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	32.1.1 Any complaint or grievance relating to the procurement process arising before the Contract comes into force shall be dealt with in accordance with the grievance mechanism prescribed under Rule 65 of the Public Procurement Rules, 2026. 32.1.2 Any dispute arising out of or in connection with this Contract after it comes into force, which cannot be resolved amicably between the parties, shall be referred to arbitration in accordance with Rule 66 of the Public Procurement Rules, 2026, the applicable laws of Pakistan & the applicable provisions of the Arbitration Act, 1940 32.1.3 The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. In the event of failure to agree on the appointment, Director/Head Engineering shall nominate an arbitrator which shall be conclusive and binding upon both parties 32.1.4 The place of arbitration shall be Karachi, Pakistan. This provision shall prevail over any inconsistent provision concerning arbitration contained in the document.
32.2	**Settlement of Disputes Amicable Settlement** For Notices Procuring agency/Employer/ Engineer's Authorized representatives name and address: Director / Head Engineering, State Bank of Pakistan
34	**Add the following clauses;** **Independent Service Provider Status** 34.1. The Service Provider shall act as an independent Contractor and neither the Service Provider nor any of the Personnel shall be deemed to be the partner, agent, or employee of the Client. The Service Provider shall have no authority to hire or engage others on behalf of the Client to incur any debt or liability for or and behalf of the Client nor to act on behalf of the Client or to bind the Client in any manner. 34.2. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility. 34.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this Contract. 34.4. The Service Provider shall ensure that none of the Personnel holds himself out as being an employee of the Client, having any authority to bind the Client or to incur any liability on behalf of the Client.
35	**Responsibilities, Liabilities and Warranties By The Service Provider** 35.1 Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract: 35.2 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied. 35.3 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service provider cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client's interests or business; 35.4 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract. 35.5 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order. 35.6 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource. 35.7 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per relevant Clause. In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.
36	**General Obligation** 36.1 If at any time during the continuance of this Contract: a) any of the Personnel commits an act (whether or not in connection with the Services) which is contrary to the interest of the Client; or b) any of the Personnel conducts himself in a manner prejudice to the interest/business of the Client (whether or not in connection with the Services); or c) any of the Personnel is in the opinion of the Client unsuitable to the discipline of the client Then the Service Provider shall, on being so requested by the client, withdraw such of the Personnel from any further Services under this contract and promptly replace such of the Personnel with an appropriate substituted person. 36.2 The Service Provider shall: a) undertake the services in accordance with the terms of this Contract. b) ensure that the Personnel shall be properly qualified and skilled in their respective capacity c) The Service Provider shall ensure that all his work force is medically fit and free from any contagious diseases, for the protection of Client's

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	employees. The Service Provider shall remove immediately from the Client's premises any of his employee who is suffering from contagious diseases. d) be solely responsible for payment of all dues, including without limitation salaries, to personnel and for all their transportation, accommodation and sickness expenses together with payment of any and all personal income tax or other taxes, and social/welfare deduction made in respect of Personnel's salaries. The Service Provider shall also be responsible to obtain and provide all necessary documents which may be required from time to time to enable the Personnel to carry out their responsibilities in respect of the Services; e) be responsible for any accidents or injuries sustained by any of the Personnel during the performing of the Services or otherwise and shall be liable for payment of any compensation to such Personnel for any accident or injury and keep the Client indemnified against any claim; f) promptly pay directly to the appropriate authorities all applicable EOBI, Social Security contributions including any other levy /contribution / fee, etc. payable to the Government under labour / other laws and taxes claimed in respect of the Services and in respect of the Personnel's income and agrees to indemnify the Client and hold the Client safe and harmless against any and all claims or demands in respect of the tax and contribution payment liability of the Service Provider or the Personnel for or on account of any other payment made to or earned by them in respect of the services; g) replace, repair, and make good any damage caused or done to any property, fixtures, fittings or asset of the Client during the provision of the Services due to negligence of the Service Provider or any of the Personnel; h) abide by all legal requirements applicable on the Service Provider in relation to its employees including without limitation maintenance of all requisite records, registers and / or cards and file all such returns with any authority as required by the applicable law prevailing from time to time; present such record for inspection by Government authority as and when required; i) furnish a written list of names, copy of National Identity Cards, and require particulars with security point, of the Personnel assigned by the Service Provider from time to time to perform the services to the Client; 36.3 The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties. 36.4 The Service Provider will ensure continuity of services without interruption as per requirement. 36.5 In the course of the performance of the services, the Service Provider shall comply with all requirements of the Client. 36.6 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	36.7 The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.
37	**Correction of Defects, and Penalty for Lack of Performance** 37.1 Client shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities. 37.2 The Client's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, Client will impose a penalty as per relevant clause. 37.3 The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider. 37.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.
38	**Performance Standards** The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
39	**Non-Disclosure Agreement** The service provider will sign the Non-Disclosure Agreement as per template provided with bidding documents
40	**Health, Safety, Environment and Security (HSE&S)** The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider. Client may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that Client's recommendations and industry standards in this regard are implemented without any delay. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client. The Service Provider shall confirm in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	The Service Provider shall pay special attention to the following environmental protection measures: a) Use of clean fuels to minimize air polluting emissions. b) Control of other air pollutants. c) Recovery and recycling of usable materials. d) Control of vehicle noise. e) Control of noise from power facilities. f) Limitation of Vibrations. g) Preservation of natural land to the extent possible. h) Preservation of archaeological Sites. i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc. Failure to adhere to these health and safety standards, including but not limited to the failure to provide required safety equipment, implement safe work practices, or maintain a safe working environment, shall result in a penalty of **Rs. 5,000 per event** of non-compliance. Each instance of failure to comply with the applicable health and safety regulations shall be treated as a separate event, and the penalties shall be cumulative which shall be deducted from the payments due to the Contractor. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of persistent violation of any of the above instructions by the Service Provider and related HSE&S requirements of Client communicated to the Service Provider from time to time.
41	**Indemnity** 41.1 The Service Provider agrees to protect, indemnify and hold the Client and each of its subsidiaries, affiliates, officers and employees harmless from and against any and all claims, demands and such like made by any third party against the Client and / or any of its subsidiaries, affiliates, officers or employees relating to or arising from the provisions of the services including any claim by any of the Personnel or their dependents, successor or legal heirs. 41.2 This contract shall constitute a contract for performance of the Services by the Service Provider for the Client and nothing in this contract shall constitute a partnership between the Service Provider and the Client nor create the relationship of employer and employee between the Client and the Service Provider or the Client and any of the Personnel. 41.3 The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract. 41.4 Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity. 41.5 Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract. 41.6 Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon

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

GCC Clause No.	Amendments and Supplements to Clauses in the GCC
	41.7 All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs. 41.8 During the tenure of this Contract, the Service Provider or any of the Personnel shall have no authority to bind the Client and the Service Provider shall retain complete control and direction over the Personnel. Furthermore, service provider shall perform the services through its own supervision and management.
42	**First aid Facilities** The Service Provider shall provide for its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.
43	**Onboarding and Off boarding Onboarding and Off boarding** In case of completion or termination of Contract due to any reason, the Service Provider is under obligation to handover all equipment/ assets (owned by Client which has been handed over to the Service Provider under the Contract) in safe, sound and working condition to new service provider. The Service Provider shall prepare a complete checklist as instructed by the Client providing all details. A formal handing over and taking over shall be made between the out-going service provider and in-coming service provider with the witness of the Client.
44	**Disclaimer / Additional Information** The Client, at any stage, may require the Service Provider to provide information concerning their professional, technical, financial, legal, managerial competence, clearance from AML/CFT or any other information that is not specifically required under the Contract. The Services Provider upon Clients' first written request without cavil or arguments shall immediately provide the requisite information.

Scope of Services

Details of UPS Systems											
S. No.	OFFICE	Machine Type	UPS SYSTEM DETAILS					BATTERY DETAILS			
			MAKE/OEM	MODEL	Capacity	Model No.	# OF UPS	MAKE/OEM	MODEL	POWER RATING	# OF BATTERIES/CELLS
1	Lahore	BPAS	Schneider Electirc	Easy UPS 3M	80kVA	E3MUPS80KHS	1	Schneider Electirc	E3SBTHU 12V 9Ah	12V 9Ah	160
2	Faisalabad	BPAS	Schneider Electric	Easy UPS 3M	80kVA	E3MUPS80KHS	1	Schneider Electric	E3SBTHU 12V 9Ah	12V 9Ah	160
3	Peshawar	BPAS	Schneider Electric	Easy UPS 3M	60kVA	E3MUPS60KHS	1	Schneider Electric	DJW12-9.0	12V 9Ah	120
4	Rawalpindi	BPAS/BDS	Schneider Electirc	Easy UPS 3M	80kVA	E3MUPS80KHB	1	Schneider Electirc	E3SBTHU 12V 9Ah	12V 9Ah	32
5	Multan	BPAS/BDS	Schneider Electirc	Easy UPS 3M	80kVA	E3MUPS80KHB	1	Schneider Electirc	E3SBTHU 12V 9Ah	12V 9Ah	160
6	Quetta	BPAS/BDS	Schneider Electirc	Easy UPS 3M	80kVA	E3MUPS80KHB	1	Schneider Electirc	E3SBTHU 12V 9Ah	12V 9Ah	160
7	Lahore	BDS	ABB Switzerland	PowerWave 33	200kVA		1	NEATA	NT12-28 12V 28Ah	12V 28Ah	150
8	North Nazimabad	BDS	ABB Switzerland	PowerWave 33	200kVA		1	CSB	HRL12110W-FR	12V 28Ah	150
9	Faisalabad	BDS	ABB Switzerland	PowerWave 33	200kVA		1	ABB Switzerland	NT12-28 12V 28Ah	12V 28Ah	150
10	Peshawar	BDS	ABB Switzerland	PowerWave 33	200kVA		1	ABB Switzerland	NT12-28 12V 28Ah	12V 28Ah	150

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Services

Service Level Agreement (SLA)

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

1.1. Scope of Services:

The supplier must be OEM authorized representative of make & model of the UPS systems mentioned in Annexure A. For other equipment, the Supplier shall have an arrangement of services, if needed, through OEM-authorized representative of respective brand/model to ensure timely maintenance at no additional cost to the purchaser.

Supplier must provide OEM backed Maintenance and Technical support services as per SLA to run and maintain all the Hardware, Software and allied components installed at various SBP BSC Sites *(make and model of the UPS is attached at Annexure 04)* in this UPS solution in compliance with the Service Level requirements.

The service provider shall maintain the UPS systems in good working condition as per best industry practices and OEM recommendations to maximize the reliability and will be responsible to replace, restore, reinstall, upgrade software/firmware and reconfigure any failed or deteriorated hardware and software components for continuity and recovery to normal operational status at no additional cost to the customer within defined SLA.

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

Service provider shall provide a detailed plan regarding availability of manpower, spares and standby equipment as well as service methodology to meet the Purchaser's requirements in a prompt and efficient manner within two weeks of notification of SLA activation from the Customer

The Supplier must replace, restore, reinstall, and reconfigure any failed Hardware, Software and allied components for recovery of the UPS system to normal operational status at no additional cost to the customer.

Since the UPS system is critical ancillary infrastructure supporting High-End BPAS and BDS systems, the Supplier shall ensure proper functioning, availability, and connectivity of the UPS solution, including associated power distribution components, to ensure reliable delivery of conditioned power to the connected equipment covered under this SLA.

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

Scope of Services

Duration of Service Level Agreement will be **03 Years** from the Award of Contract

Maintenance, Technical Support and SLA

1.1.1. The bidders are required to provide three (03) years maintenance support services with parts as per SLA for the complete UPS solution including associated switchgears/DBs.

1.1.2. The SLA of the solution will start after the Date of Award of Contract.

1.1.3. Perform, upgrades, patches, etc. for hardware and software of the installed systems.

1.1.4. Software subscriptions and licenses (if any) will be provided by the supplier.

1.1.5. Supplier will provide services to run and maintain hardware, firmware, software and allied components in operating condition in compliance with the condition mentioned in hardware and software specifications and SLA requirements

1.1.6. Supplier will replace, restore, reinstall, and reconfigure failed component of hardware, firmware, software and allied components without any additional cost.

1.1.7. Bidder will be responsible to fix the cyber security vulnerabilities in the equipment software/firmware as per the best international practices during the SLA period without an additional cost to the client.

1.1.8. Supplier will acknowledge SBP-BSC representative call during and after standard business hours for logging of support case and communicate the case/incident ID to SBP BSC by telephone/email

1.1.9. The supplier will maintain critical spare parts /power module to address the emergency faults calls at facility. The list of critical spares will be mutually agreed by the two parties. SBP representative reserves the right to inspect inventory of spares at any given point during SLA period.

1.1.10. The supplier will perform preventive maintenance on Monthly basis and corrective maintenance as and when required in accordance with the check list of routines and activity, mutually agreed by the two parties.

1.1.11. SBP-BSC will determine the incident severity level.

1.1.12. During three (03) years maintenance support SLA the supplier will have to provide support services as per the required SLA as mentioned below.

1.1.13. Release of SLA payment shall be subject to confirmation of satisfactory services by the concerned business unit at respective sites, and provision of Preventive Maintenance record during the invoice period.

Scope of Services

Availability Requirement & Incident Severity Matrix:

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

- OEM backed Service support Package (24x7x365) with parts including associated switchgears/DBs and batteries; The supplier will provide batteries, however, cost of batteries will borne by the Bank as per actual when replaced and cost will not be included in the SLA cost.
- Guaranteed response, 7 days/week, and 24 hours/day.
- Includes Monthly Preventative Maintenance Service, Corrective maintenance (if required) and routine checkups during each year of SLA as scheduled by the customer at an agreed time.
- Performed by trained Engineers of OEM or OEM Authorized/Trained Service Provider.
- If the Service Provider fails to provide services as per the required terms & conditions and service level agreement, the purchaser may deduct the Liquidated Damages at the rate of **0.05 percent** of the total SLA Contract Price (for the respective site) per day from the Invoice Payable after elapsing of applicable timelines mentioned in the SLA up to a maximum deduction of the 10 percent of the SLA contract (of the respective). After which the Procurement Agency may consider termination of the contract
- In case of any conflict or deficiency in OEM support package as compared to SLA requirements of the contract, then terms and conditions of contract will prevail over the OEM support package. In such case the local partner shall bridge the gap to meet the SLA requirements at no additional cost to the Bank

Following table outlines the Incident Classification System including required response and recovery time during warranty and SLA period:

- Severity 1 (Red) — Any of UPS is "completely down" and load is not protected due to a very critical failure or fault in Input/output circuit breaker or maintenance bypass panel affecting the performance of UPS to supply conditioned power to load. (Response time 02 hrs. and Recovery within 06 hrs.)

- Severity 2 (Orange) —Any redundant component of UPS is failed only, N capacity of UPS is intact and UPS is providing power to load in a compromised manner i.e. without redundancy (Response time 04 hrs. and recovery within 48 hrs.)

- Severity 3 (Yellow) — Operational performance of the UPS system is partially compromised while the UPS is operational on load e.g. any indication/ early warning/non-critical error on display or log, abnormal noise, replacement of fan or any other deteriorated component is required, that do not require urgent attention or any non-urgent information / technical assistance is required by the customer. There is little or no effect on SBP business operations. (Response time 01 day and Recovery within 5 days)

Response Time: The time from logging a support call until the bidder technical team start working on solving the problem.

Recovery Time: The time from call logging until the problem resolution from one severity level to next severity level.

Business Hours

Standard: 9:00AM – 6:00PM, Monday through Friday excluding holidays.

Extended: 8:00AM – 8:00PM, Monday through Friday excluding holidays.

Scope of Services

Note: Above mentioned standard and extended business hours are not applicable for Severity-1(Red) and Severity-2(Orange) category incidents as those incident need 24x7 guaranteed response.

Site Access:

The supplier will be essentially required to provide necessary CNIC of the officials and other logistic resources etc. working within the Procuring Agency's site during the contract period.

The supplier must adhere to the rules, discipline and practices of SBP/SBPBSC, during the entire course of project.

Call Logging:

1.1.14. The Supplier shall provide details about Help Desk or Customer Support contact information including details about Call Logging Procedure to ensure recording, monitoring and reporting of support calls.

1.1.15. For Red and Orange category faults, the complaint can be lodged anytime during 24 x 7, which will be handled according to severity categories, however for Green category the standard business hours shall be observed.

1.1.16. Supplier should provide call logging through telephone in terms of Support Levels and Escalation Procedures that should be mapped to the Severity of the incidents and should also provide telephone number which will be used after Standard Business Hours.

1.1.17. Supplier shall provide details about structure of Technical Support in terms of Support Levels and Escalation Procedures that should be mapped to the Severity of the incidents.

1.1.18. The Supplier shall provide onsite support, maintenance, replacement and update of BIOS, firmware, and all associated software supplied as part of solution covered under this agreement. The Supplier will provide latest version of firmware/software on Customer's request for up gradation purpose free of cost. In case of bug in Software/firmware Supplier will provide required patch and will perform patching, testing and verifying the changes with the coordination of the Supplier (if requested). Upgrade to Latest Version or patch fixing shall be free for the Customer.

1.1.19. Supplier shall submit all incident reports and quarterly summary reports for any support period as and when required.

1.1.20. Supplier shall perform all dispatch functions, including keeping the Customer informed about the status and eventual completion of replacements or repairs.

1.1.21. **RED** incidents should be given an escalated level of commitment from Supplier. For **RED** incidents, Supplier shall ask their Support Professionals to work non-standard hours, reassign critical resources from other activities, and/or ensure a Support Professional to work round-the-clock until a problem is fully resolved.

1.1.22. A problem that initially starts at a severity **RED** situation may be classified at severity **ORANGE** upon implementing a workaround. When a permanent solution is found and implemented, the problem might be reclassified to severity **GREEN** for monitoring before it is closed. However, reclassification of severity shall be accepted and signed off by the Customer.

Scope of Services

1.1.23. If same fault re-occurs within 48 hours, the original call will be reopened with the same log number and the Recovery Time will continue from the time that original call was re-opened. In case the faulty item or unit is required to be sent overseas for repair or replacement services then Supplier will send the faulty equipment and deliver the replacement or repaired equipment to the Customer site at its own cost to overseas for repair and replacement.

Coverage

During SLA all faulty equipment/Infrastructure components/associated switchgears/DBs shall be repaired/replaced by the supplier at no additional cost and the replaced equipment shall become property of the bank.

In the event of a battery fault, the contractor shall notify the Purchaser. Replacement batteries shall be arranged by the contractor as per OEM specifications, however, the cost of batteries shall be borne by the Purchaser. The contractor shall perform the replacement / installation without additional cost.

The Supplier shall promptly inform the Purchaser regarding any equipment approaching End-of-Life (EOL) or End-of-Support (EOS) status during the SLA period along with recommended mitigation measures. Failure of equipment due to EOL/EOS shall not relieve the Supplier from fulfilling the agreed SLA obligations, including applicable response, recovery timelines, and associated liquidated damages.

Customer Site:

S#	UPS Installation Sites	Address
1.	SBP BSC North Nazimabad	SBP BSC N. Nazimabad, Sharah-e-Noor Jahan, Block-A, NN, Karachi Ph: 021-99005
2.	SBP BSC Quetta	State Bank of Pakistan – SBP BSC (Bank), Shahra-e-Gulistan, Quetta Ph: 081- 9202029
3.	SBP BSC Lahore	54-Shahrah-e-Quaid-e-Azam, Lahore Ph: 042-99022000
4.	SBP BSC Faisalabad	SBP Banking Services Corporation, (SBP BSC) M.A. Jinnah Road, Near GTS Chowk, Faisalabad, Punjab Ph: 041 - 9200421-30
5.	SBP BSC Multan	SBP BSC (Bank) Multan Kachehri Road, Tariqabad, Multan, Punjab, Pakistan Ph: 061-9200581-590
6.	SBP BSC Rawalpindi	State Bank of Pakistan – SBP BSC (Bank), The Mall, Rawalpindi Ph: 051-9270761-70
7.	SBP BSC Peshawar	SBP BSC (Bank) Peshawar,Saddar Road, Peshawar Cant Ph: 091-9213825

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:

(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: _____

NON-DISCLOSURE AGREEMENT

(on the stamp paper of Rs 200 after work award)

[Name of Project]

THIS AGREEMENT made on _____ between **State Bank of Pakistan** having its registered office Engineering Department SBP BSC Karachi hereinafter refered to as the **DISCLOSING PARTY**

-and-

[Name of Service Provider] a company having its registered office at [address], hereinafter refered to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential/Proprietary Information** (as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY.**

NOW THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. **Purpose of this Non-Disclosure Agreement**

   This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for State Bank of Pakistan.

   Confidentiality and Acknowledgement

   "Confidential Information" means any information directly or indirectly concerning, or related to the:

   - Information about the activities of the SBP and information including but not limited to:
     - Policies
     - Procedures
     - Business Rules and Plans
     - Validation Checks, all project related information
     - Process followed etc.
   - Any other information that recipient obtained from SBP deliberately or otherwise during the course of this exercise.

Cont…. P/2

Whereas parties have agreed that the Disclosing Party has disclosed or may dislcose certain confidential and proprietary information *(including, without limitation, internal policies & procedures, computer programs, technical drawings, algorithm, know-how, formulas, processes, ideas, whether patent or not and other technical, business, financial, customer and product development plans, forecast, strategies and information which to the extent previously, presently or subsequently disclosed to the Receiving party is hereinafter referred to as the* ***Confidential/Proprietary Information*** *of the Disclosing Party)* to the Receiving Party as per agreed scope of services. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the State Bank.

Further, the Receiving party agrees:

- **(i)** To hold the DISCLOSING PARTY's PROPRIETARY INFORMATION in confidence and take reasonable precautions to protect such PROPRIETARY INFORMATION (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- **(ii)** Not to divulge any such PROPRIETARY INFORMATION or any information derived therefrom to any third person.
- **(iii)** Not to make any use whatsoever at any time of such PROPRIETARY INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
- **(iv)** Not to copy or reverse-engineer any such PROPRIETARY INFORMATION,
- **(v)** To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.

2. Terms of agreement

This agreement shall commence as of the effective date of agreement and shall remain in full force and effect for 10 years from the effective date.

3. Remedies

The RECEIVING PARTY acknowledges that breach of this Agreement, State Bank of Pakistan, in addition to terminating the contract Janitorial, Gardening & Maintenance Services and supply & maintenance of indoor plants in various buildings of SBP & SBP BSC, Karachi and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by State Bank of Pakistan in taking.

4. Applicable laws

This agreement shall be governed by and constructed in accordance with the laws of Pakistan.
This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

State Bank of Pakistan by

Agreed to and Accepted

Annexure-08

(Disclosing Party) (Receiving Party)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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)					
*Branch Type	Islamic		Commercial		*Supplier Stamp & Signature
*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.

Please share S2 form along-with undertaking and account maintenance certificate

Annexure-09

UNDERTAKING AND INDEMNITY

We, M/s _____, having NTN _____ and registered office at _____, hereby declare, undertake and agree as follows:

1. All information, declarations and documents furnished to the State Bank of Pakistan (SBP), including SBP Banking Services Corporation, regarding our name, NTN, registration, ownership, authorized representatives and bank account details are true, correct, complete and authentic.
2. Our business operations and transactions are and have been conducted in compliance with all applicable laws and regulations in Pakistan, including tax laws, Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF) and applicable sanctions requirements.
3. We shall remain solely responsible for all claims, liabilities, tax obligations, penalties, disputes or legal proceedings arising from transactions with SBP and any other organization conducted under our previous bank account details, name, NTN or registration .
4. We hereby irrevocably undertake to indemnify, defend and hold harmless SBP, its officers and employees against all claims, losses, liabilities, damages, penalties, costs, expenses and legal proceedings arising from or relating to:
    - Any false, incorrect, incomplete or unauthentic information or documents furnished by us;
    - Any violation of applicable laws, including tax, AML, CTF and regulatory requirements;
    - Any undisclosed change or discrepancy in our name, NTN, registration, ownership or bank account details; and
    - Any third-party claim, including claims by tax authorities, arising from our transactions or dealings with SBP under our previous or current particulars.
5. We shall, at our own cost, resolve and discharge all such claims and liabilities and reimburse SBP for any resulting losses, payments, costs and legal expenses.
6. This undertaking and indemnity shall remain binding notwithstanding any change in our particulars or termination of our business relationship with SBP.

We further declare that the undersigned is duly authorized to execute this undertaking on behalf of the Supplier/Company and that it shall be legally binding upon the Supplier/Company and its successors and permitted assigns.

For and on behalf of M/s _____

Authorized Signatory: _____
Name: _____
Designation: _____
CNIC: _____
Date: _____
Company Seal: _____