

Standard Bidding Document

Tender for Hiring a Firm to Operate and Maintain Chillers, Buildings, and
Installed Equipment at the Karachi Expo Centre
(Non-Consultancy Services)

National

Single Stage-Two Envelope



October 02, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Trade Development Authority of Pakistan (TDAP, HQ Karachi)** has reserved Funds for the procurement planned for FY **2026-27**. The **Trade Development Authority of Pakistan (TDAP, HQ Karachi)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the **“Tender for Hiring a Firm to Operate and Maintain Chillers, Buildings, and Installed Equipment at the Karachi Expo Centre”** with the reference of **"P138627"**
2. The **Trade Development Authority of Pakistan (TDAP, HQ Karachi)** 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, 2004 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, Demand Draft** 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/138627>**.
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 **Wednesday, October 21, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, October 21, 2026 11:30 AM**. 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

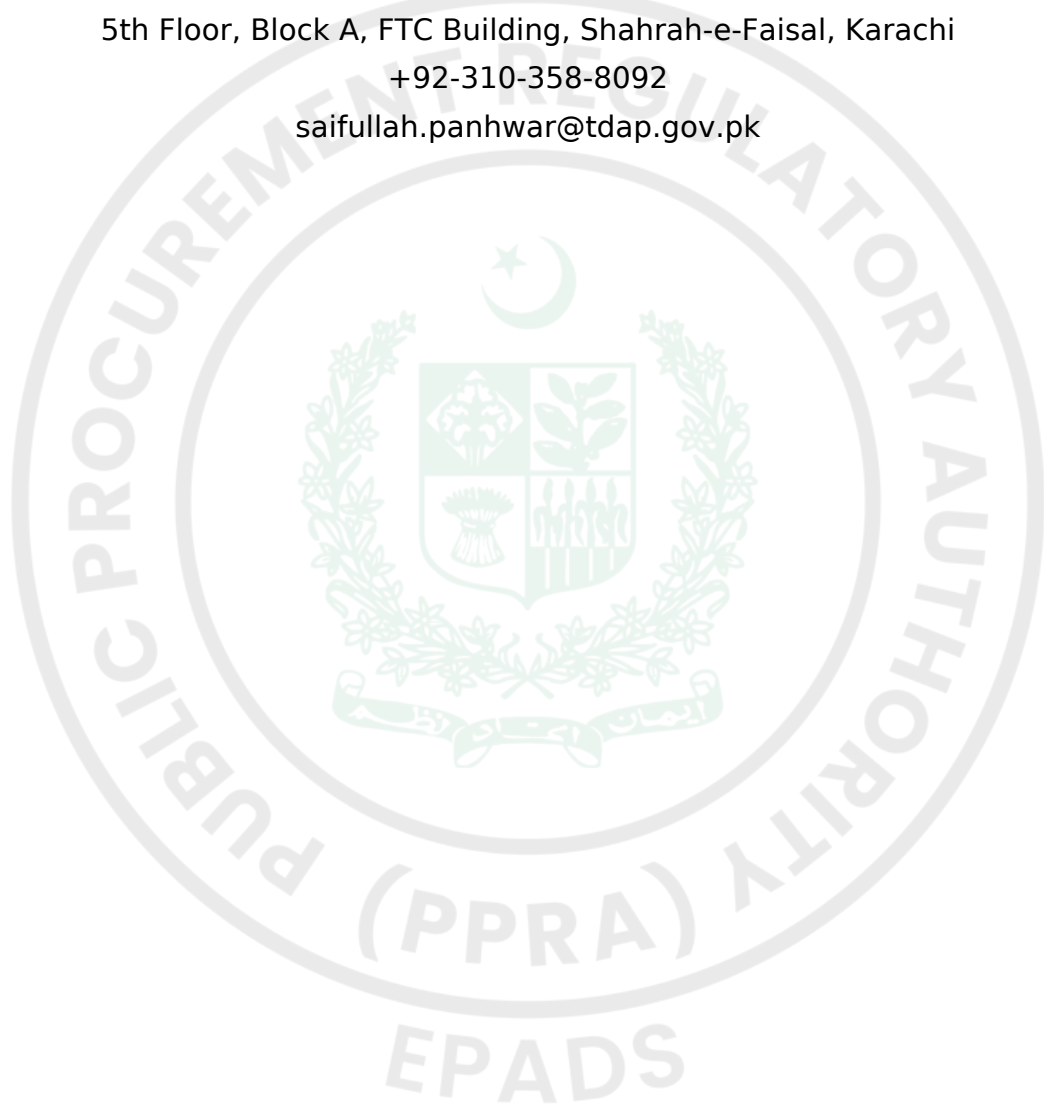
<https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.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 for 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 Invitation for Bids.

3. Fraudulent & Corrupt Practices

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. Eligible Bidders

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. Qualification of the Bidder

5.1. All Bidders shall provide in Section VI, 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 by the Procuring Agency include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI 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. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or permitted.

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

bid:

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

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 and 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:

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 BDS, GCC and SCC;

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

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; 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. Pursuant to BDS, 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 as defined in Section-IV titled as "Eligible Countries".

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, 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 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, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability 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. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

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 Section VI (Bid Forms) 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.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC 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. 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, or

17.5.2. in the case of a successful bidder fails:

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

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

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 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.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead 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 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. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004, The Procuring Agency is required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids in accordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

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

23.3. 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.

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. Confidentiality

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

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

25. Preliminary Examination of Bids

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

25.1.1. meets the eligibility criteria defined in **BDS**;

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** 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 bids shall be rejected.

25.3. 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.

26. Examination of Terms and Conditions, Technical Evaluation

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS**, to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have been met without material deviation or reservation.

26.2. 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 BDS, it shall reject the bids.

27. Correction of Errors

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

27.1.1. 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;

27.1.2. 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

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

27.1.4. 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.

27.2. 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.

28. Conversion to Single Currency

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. Evaluation of Bids

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. 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.

29.3. 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.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. 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;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6**;

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. 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.

29.7. 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**.

30. Determination of Most Advantageous Bids

30.1. 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.

31. Abnormally Low Financial Bids

31.1. Procuring agency may 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.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency -

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his 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 document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (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 for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. Rejection of Bids

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. Single Responsive Bid

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. Arbitration

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. Criteria of Award

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. Procuring Agency's Right to reject All Bids

44.1. 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).

44.2. 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.

45. Notification of Award

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

45.2. 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 Acceptance 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).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. Signing of Contract

46.1. 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.

47. Performance Guarantee

47.1. After the receipt of the Letter of Acceptance, 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.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** 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.

48. Corrupt & Fraudulent Practices

48.1. 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. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. GRC Procedure

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

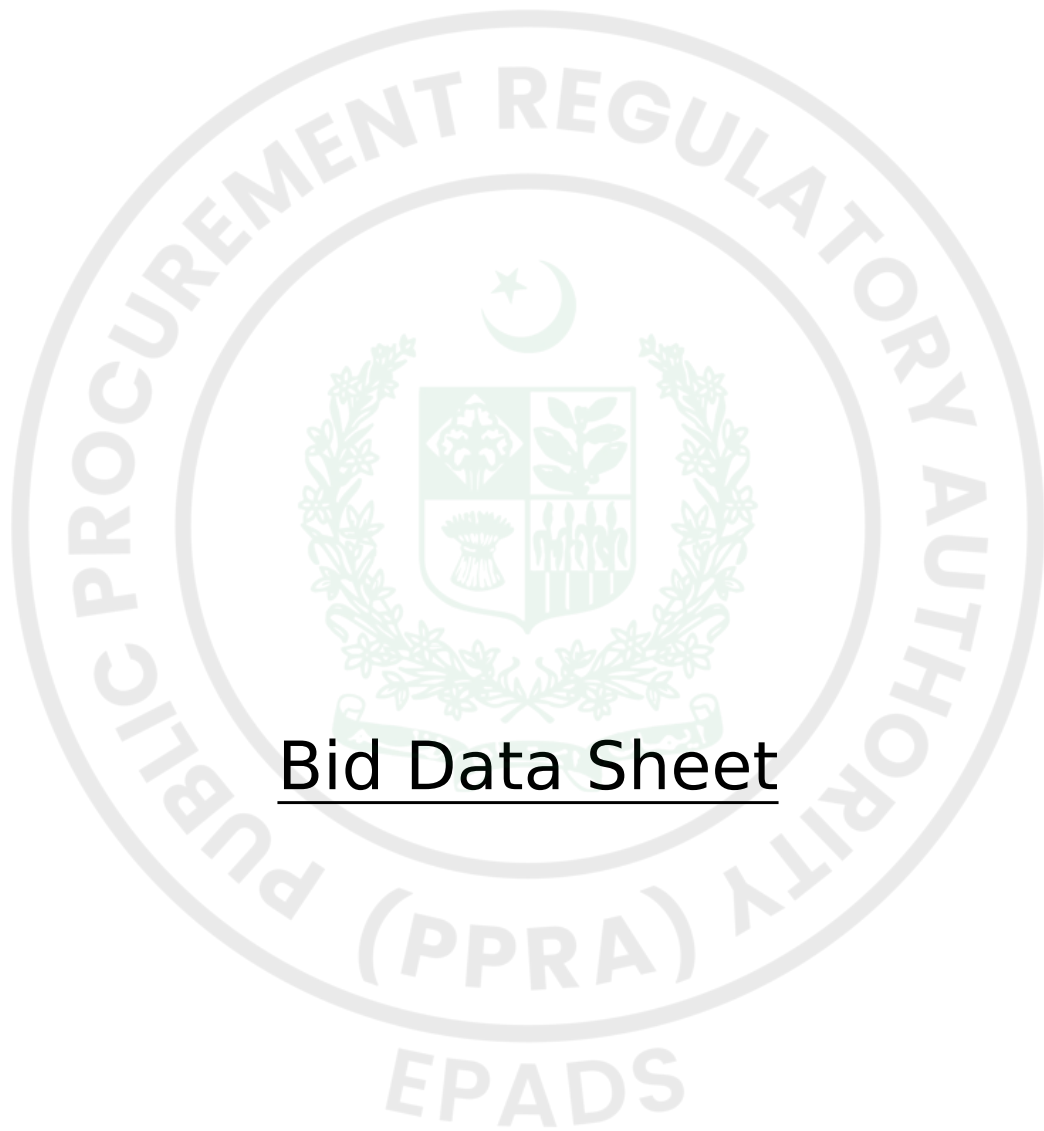
H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.





Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy Services 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

Name of Procuring Agency: **Trade Development Authority of Pakistan (TDAP, HQ Karachi)**

The subject of procurement is: **Tender for Hiring a Firm to Operate and Maintain Chillers, Buildings, and Installed Equipment at the Karachi Expo Centre**

Expected commencement date: **Tuesday, December 1, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P138627**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**

Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date:
Sunday, October 18, 2026
Pre-Bid Meeting: Wednesday, October 7, 2026 11:00 AM
Venue: TDAP 8th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi.

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Trade Development Authority of Pakistan (TDAP, HQ Karachi)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

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

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

The Bids/Bid Validity period shall be: **60 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Pay Order, Demand Draft**

BDS Clause Number 15

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 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, October 21, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day : **Wednesday**

Date: **Wednesday, October 21, 2026**

Time : **11:30 AM**

BDS Clause Number 19

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

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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

Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN) PEC

Eligibility Criteria	Document
Registration with any Provincial Tax Authorities (Tax on Services), Non-Black Listing & Non-Litigation Certificate on single Rs. 500/- Stamp Paper, EOBI Registration Certificate, Sindh Employees Social Security Institution registration	Yes
Rs. 5,000/- Bid Document Fees Pay Order and Bid Security Pay Order. Submit both before opening of the Technical Bids	Yes
PEC Certificate minimum category C4 in relevant discipline	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	

Technical Marks	100
Passing Marks	60
Company Profile Marks = 35	
Years of Experience (Quantitative)(Doc Required)	15
Above 11 Years (15)	
From 8 but less than 11 Years (12)	
From 5 but less than 8 Years (8)	
From 1 but less than 5 years (3)	

Profile of total operations and maintenance projects executed by the firm (excluding sub - contractors/ special contract firms): (Quantitative)(Doc Required) ≥ 9 projects, each costing beyond Rs.50 million (in addition to any or none costing less than Rs.50 million), in any one of the fields related to civil, electrical, mechanical (including air- conditioning etc.) or workforce management (like outsourced HR) (20) ≥ 4 ≤ 8 projects, each costing beyond Rs.50 million (in addition to any or none costing less than Rs.50 million), in any one of the fields related to civil, electrical, mechanical (including air-conditioning etc.) or workforce management (like outsourced HR) (16) ≥ 1 ≤ 3 projects, each costing beyond Rs.50 million (in addition to any or none costing less than Rs.50 million), in any one of the fields related to civil, electrical, mechanical (including air-conditioning etc.) or workforce management (like outsourced HR) (11) ≥ 4 projects, costing less than Rs.50 million, in any one of the fields related to civil, electrical, mechanical (including air-conditioning etc.) or workforce management (like outsourced HR) but no projects to the credit beyond Rs.50 million (7) ≥ 1 ≤ 3 projects, each costing less than Rs.50 million, in any one of the fields related to civil, electrical, mechanical (including air-conditioning etc.) or workforce management (like outsourced HR) (3)	20
Relevant Experience Marks 30	

Relevant experience and Qualifications of team/ employees proposed for the assignment (Quantitative)(Doc Required) Qualifications of proposed managerial staff related to engineering sciences with ≥ 7 year experience in project management and maintenance jobs, on average amongst employees (15) Qualifications of proposed managerial staff related to engineering or management sciences with $\geq 2 \leq 4$ year experience in project management and maintenance jobs, on average amongst employees (10) Qualifications of proposed managerial staff not related to engineering or management sciences but $\geq 2 \leq 4$ year experience in project management and maintenance jobs, on average amongst employees (2)	15
Operations, management and maintenance projects done so far (Quantitative)(Doc Required) ≥ 10 (15) $\geq 7 \leq 9$ (10) $\geq 4 \leq 6$ (7) ≤ 3 (2)	15
Proposed Work Plan Marks 15	

Conformity of the proposed work, deployment, management and maintenance plan to the Schedule of requirements (Quantitative)(Doc Required) In accordance with item by item commentary of the goods and services offered by the bidder fully conform to the Schedule of Requirements of TORs (15) In accordance with item by item commentary of the goods and services offered by the bidder fully conform to the Schedule of Requirements of TORs (8)	15
Financial Strength Marks 10	
Financial Statement / Cash Flows (Quantitative)(Doc Required) Audited/certified accounts or statements showing cash balances of more than Rs.10 million in the relevant year (10) Audited/certified accounts or statements showing cash balances of less than Rs.10 million in the relevant year but supported with evidence and justification that the bidder will be able to meet urgent requirements of the contract through other means possible. (5)	10
Registrations (Mandatory) Marks 10	
Registrations with relevant authorities (Quantitative)(Doc Required) Registration with PEC (C4) / GST & Income Tax (Mandatory) (10)	10

Required Services

Lot Title : Lot-A

Bid Security : 350000 PKR

Position	Delivery Schedule	Quantity
Human Resource	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set
Monthly Material Charges	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set

Position	Delivery Schedule	Quantity
Service / Maintenance of D.G Set	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set
Service / Maintenance of A/C Plant / Chillers	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set
Service / Maintenance of Lifts	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set

Position	Delivery Schedule	Quantity
Fumigation and Rodent Control and cleaning of the overhead and underground tanks.	Address: TDAP 5th Floor, Block A, FTC Building Shahrah-e-Faisal, Karachi., Ferozabad Sub-Division, Karachi East (District), Karachi (Division), Sindh (Province). Schedule: 27 Days Quantity: 1/set	1/set



Related Services :

No



Services Specifications

Lot Title : Lot-A

Position: Human Resource

Specifications / Requirements:

As per Annex-A

Position: Monthly Material Charges

Specifications / Requirements:

As per Annex B

Position: Service / Maintenance of D.G Set

Specifications / Requirements:

As per Annex-C

Position: Service / Maintenance of A/C Plant / Chillers

Specifications / Requirements:

As per Annex-D

Position: Service / Maintenance of Lifts

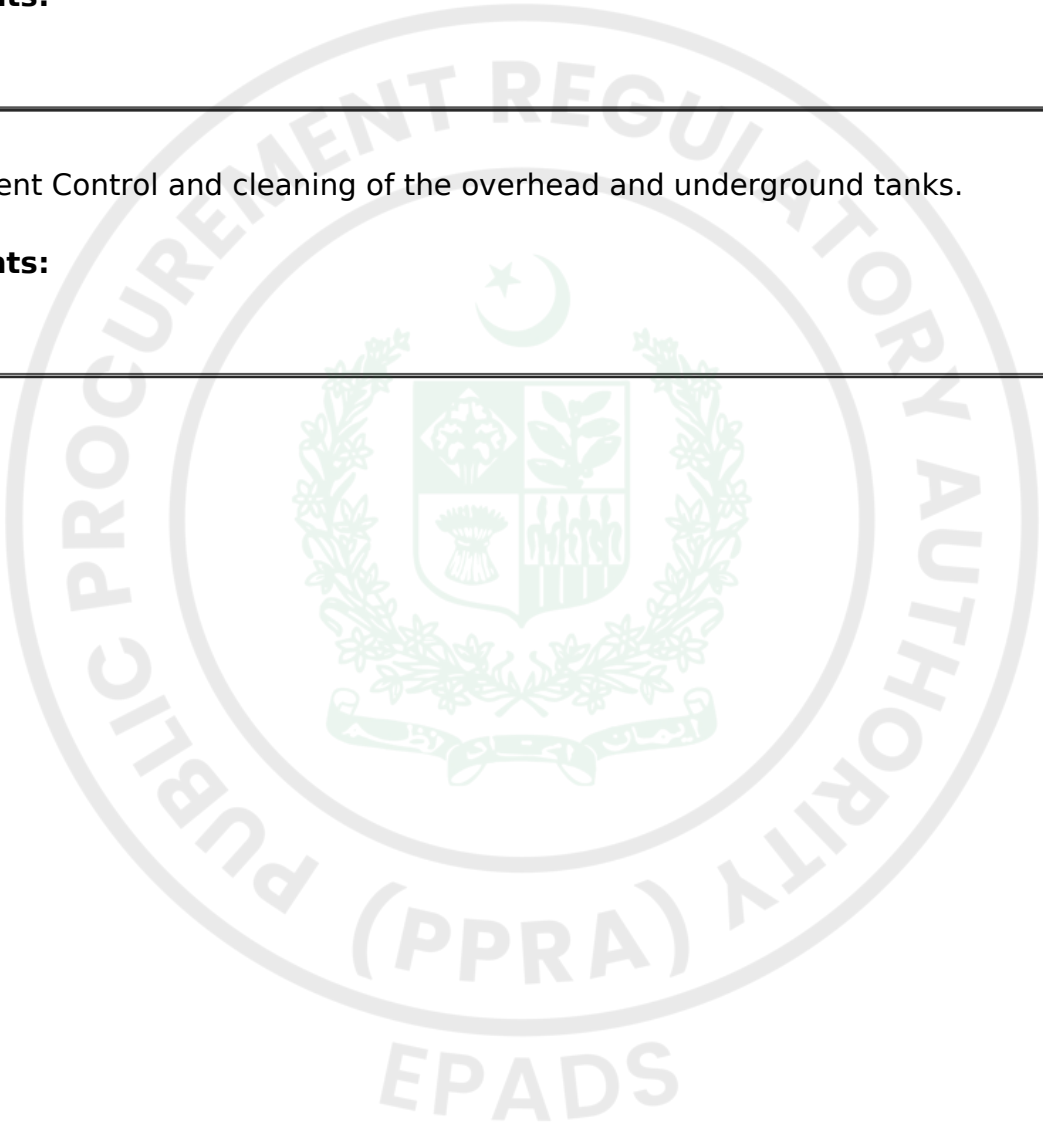
Specifications / Requirements:

As per Annex-E

Position: Fumigation and Rodent Control and cleaning of the overhead and underground tanks.

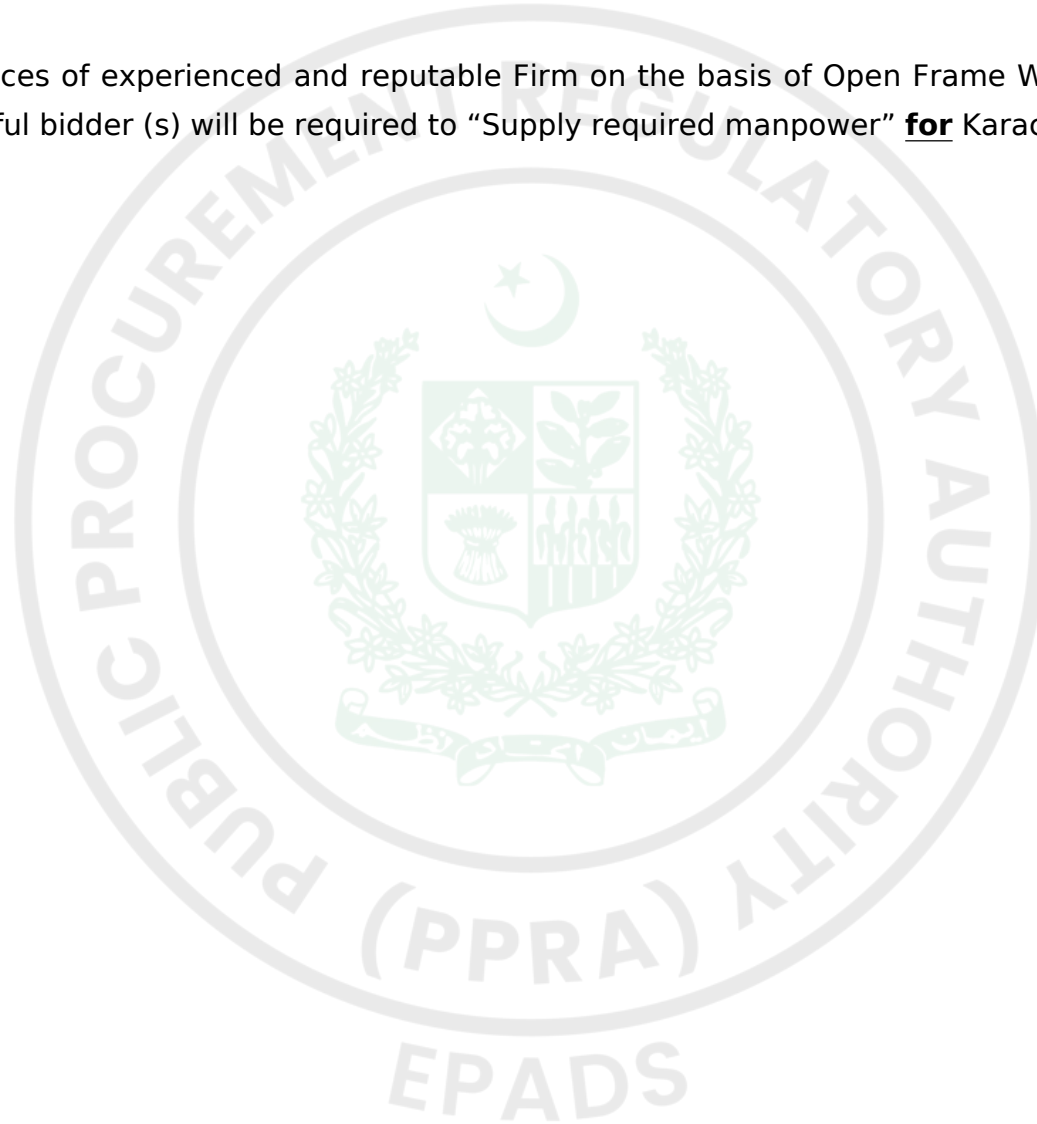
Specifications / Requirements:

As per Annex-F



Scope of Work

TDAP intends to hire the services of experienced and reputable Firm on the basis of Open Frame Work Contract Agreement as per PPRA Rule #16A. The successful bidder (s) will be required to “Supply required manpower” **for** Karachi Expo Center”



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]		





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 Contractor and 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 Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

9. Program schedule

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

10. Starting Date/Expiration Date

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

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

11. Entire Agreement

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

12. Modification

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

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

13. Force Majeure

13.1. Definition

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

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

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

14. Termination

14.1. By the Procuring Agency

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

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

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

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

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

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

14.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

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

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

15.2. Law Applicable to Services

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

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

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

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

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

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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

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

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

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

21. Performance Guarantee

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

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

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

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

22. Sustainable Procurement

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

D. Contractor's Personnel

23. Description of Personnel

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

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

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

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

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

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

F. Payments to the Contractor

27. Contract Price

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

28. Terms and Conditions of Payment

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

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

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

- 30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- 30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.
- 30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

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

32. Dispute Settlement

32.1. Arbitration

If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director 5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi

The Supplier is:

The title of the subject procurement is: Tender for Hiring a Firm to Operate and Maintain Chillers, Buildings, and Installed Equipment at the Karachi Expo Centre

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:

Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director
5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi
+92-310-358-8092
saifullah.panhwar@tdap.gov.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:

Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director
5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi
+92-310-358-8092
saifullah.panhwar@tdap.gov.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 Services 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 services due to a conflict of a nature described in Clause GCC C2.

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 **1.00%** to **5.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

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 F

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 F

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.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Number of GC Clause F 5 & 6

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.: **P138627**

To: **Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director 5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi**

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 **Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director 5th Floor, Block A, FTC Building, Shahr-e-Faisal, Karachi**

(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., **Tender for Hiring a Firm to Operate and Maintain Chillers, Buildings, and Installed Equipment at the Karachi Expo Centre (P138627)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

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

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

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

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

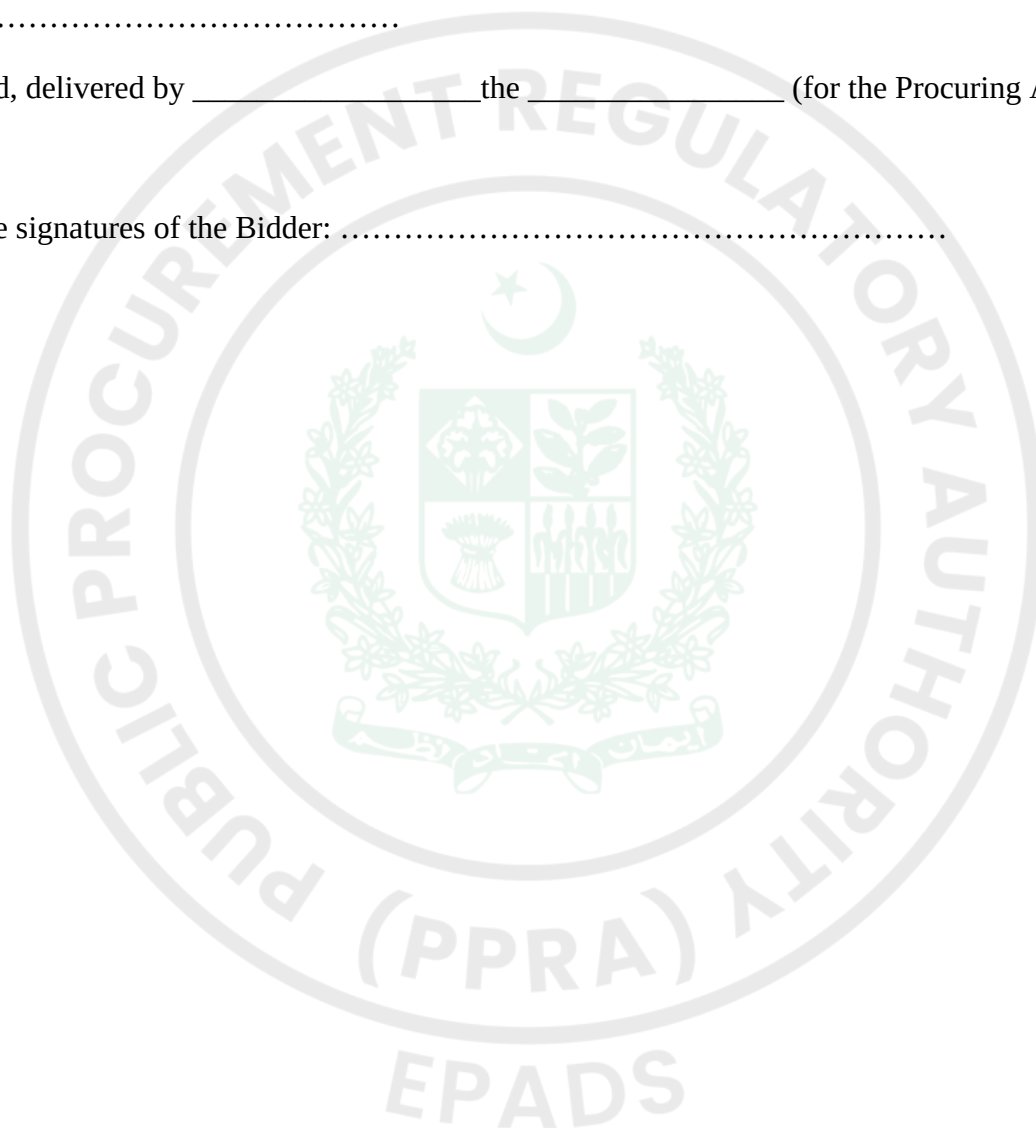
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE 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 times 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: **Trade Development Authority of Pakistan (TDAP, HQ Karachi), Deputy Director 5th Floor, Block A, FTC Building, Shahrah-e-Faisal, Karachi**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

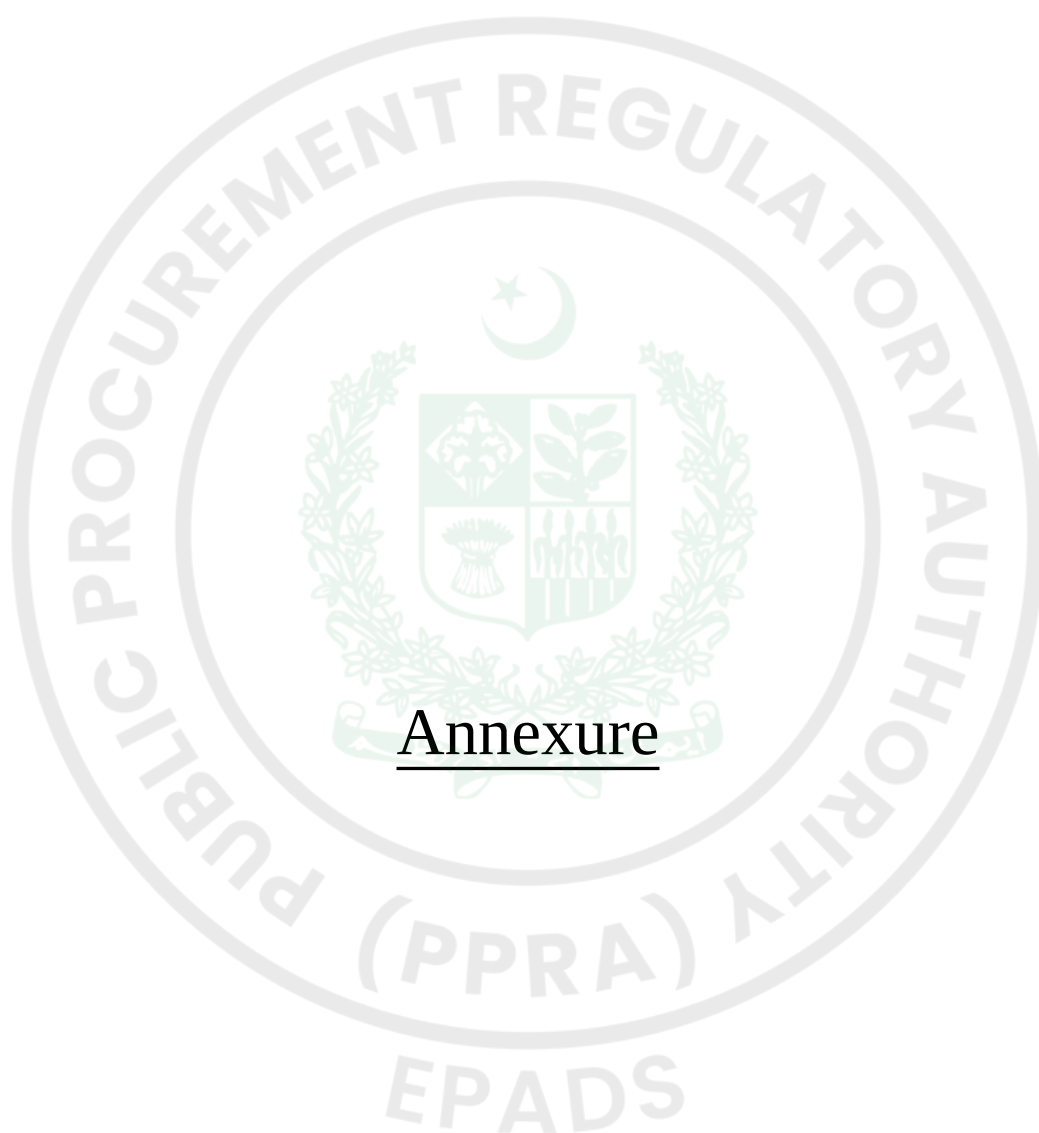
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Annex-A

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-A** (page number: 75)

Annex-B

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-B** (page number: 76)

Annex-C

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-C** (page number: 77)

Annex-D

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-D** (page number: 91)

Annex-E

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-E** (page number: 92)

Annex-F

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-F** (page number: 93)

Annex-G

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-G** (page number: 96)

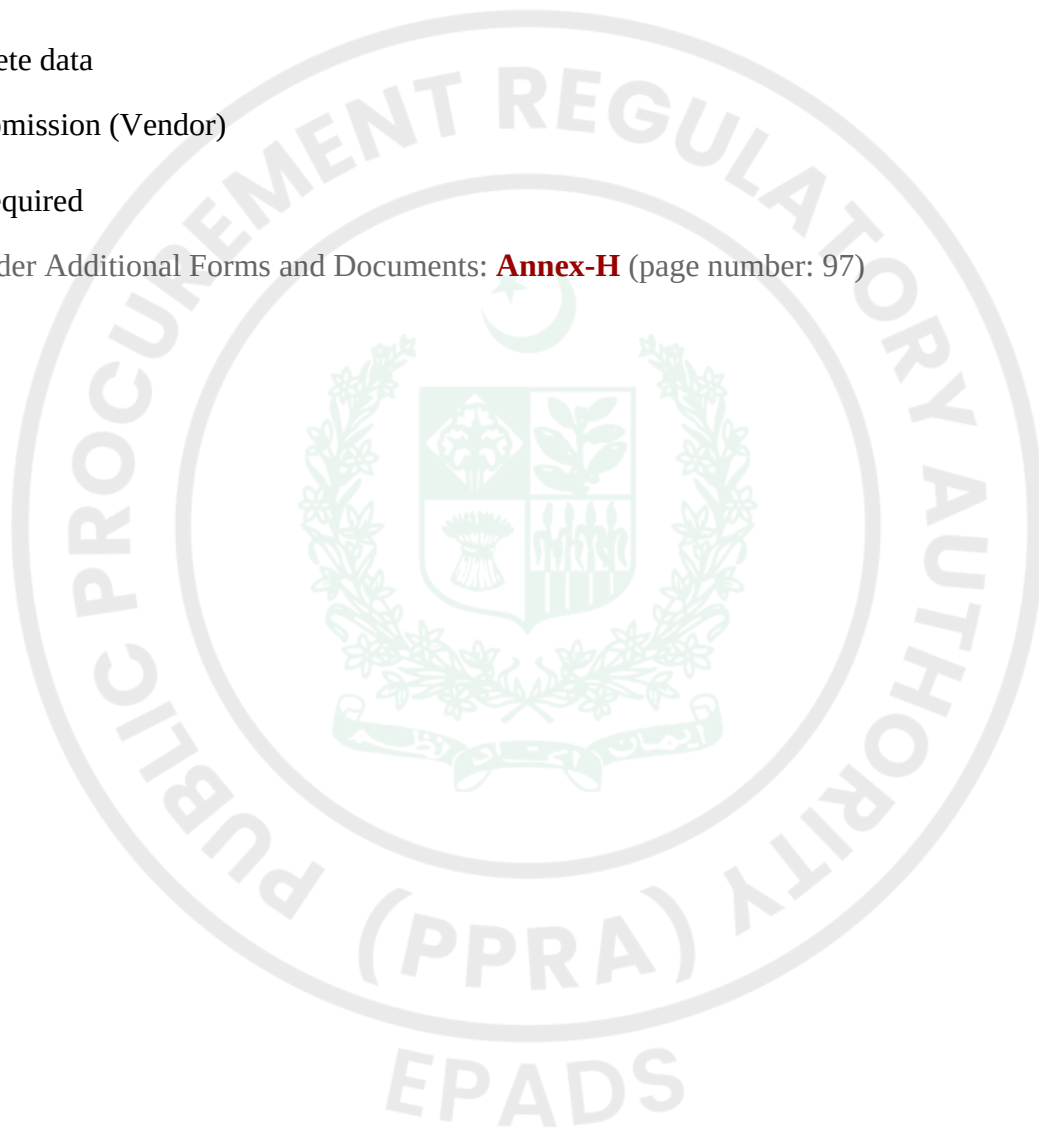
Annex-H

Please complete data

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annex-H** (page number: 97)





Procurement Forms

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 98)







Additional Forms and Documents

S. #	Category of Staff	Number		Salary / Wages Per person per month
A. Overall Management, Supervision & Control (Regular Office Hours & some of the staff distributed in shifts)				
1.	Operation Supervisor	One	(01)	
2.	Office Attendant (Qualification not less than Matric)	Two	(02)	
B. Operation & Maintenance (Regular Office Hours & some of the staff distributed in shifts)				
3.	Mechanical Engineer (Must be B.E Mechanical) with five years relevant field experience and not over 60 years of age)	One	(01)	
4.	Electrical Engineer (Must be B.E Electrical with five years relevant field experience and not over 60 years of age)	One	(01)	
5.	Chiller Operator-cum-AC Mechanic (Diploma holder with five years relevant experience)	Three	(03)	
6.	Pump Mechanic-cum-Operator (Must be Diploma holder)	One	(01)	
7.	Electrician (Must be Diploma holder)	Three	(03)	
8.	Plumber (Qualification not less than Intermediate & five years relevant experience)	Two	(02)	
C. General Services (Regular Office Hours)				
9.	Painter (Qualification not less than Intermediate & five years relevant experience)	One	(01)	
10.	Carpenter (Qualification not less than Intermediate & five years relevant experience)	One	(01)	
11.	Aluminum Fixer (Qualification not less than Intermediate & five years relevant experience)	One	(01)	
12.	Lift Operator (Must be diploma holder)	One	(01)	
13.	Key Holder (Qualification not less than Matric)	One	(01)	
14.	AC Mechanic (Must be diploma holder in relevant field)	One	(01)	
15.	Fire Fighting system operators	Eight	(08)	

Sr. #	Description of items	Manufacturer	Approximate / Minimum quantity required per month
1.	Tube light (36 W)	Branded and durable	25 Nos. Minimum
2.	Tube light (18 W)	Branded and durable	25 Nos. Minimum
3.	Energy Saver (18W) / LED Bulb	Branded and durable	50 Nos. Minimum
4.	Flood Light Tube (400 W)	Branded and durable	20 Nos.
5.	Flood Light Tube (250 W)	Branded and durable	20 Nos.
6.	Flood Light Chock (400 W)	Branded and durable	20 Nos.
7.	Flood Light Chock (250 W)	Branded and durable	20 Nos.
8.	Capacitor 35 UF	Branded and durable	12 Nos.
9.	Igniter (100 – 600)	Branded and durable	10 Nos.
10.	Starter C10	Branded and durable	10 Nos.
11.	Starter C2	Branded and durable	10 Nos.
12.	Single Pole Breaker (20 AMP)	Branded and durable	10 Nos.
13.	PVC Tape	Branded and durable	05 Nos.
14.	L.E.D Tube light (4ft)	Branded and durable	10 Nos.
15.	L.E.D Light 2*2	Branded and durable	06 Nos.
16.	Holder (400W)	Branded and durable	12 Nos.
17.	AC Splits Service and Gas filling	Branded and durable	5
18.	Acroburag-540	Excellent Quality	54. 20 Kgs.
19.	Acroburag-900A	Excellent Quality	20 Kgs.
20.	Biocide-L250	Excellent Quality	30 Kgs.
21.	Biocide-L250	Excellent Quality	40 Kgs.
22.	Acroburag-380	Excellent Quality	60 Kgs.
23.	Gear Oil	Excellent Quality	3 Liters
24.	Chiller chemical testing (PCSIR)	Quarterly	
25.	Motor-windings/Coupling/rubbers	Excellent Quality	05
26.	Shaft / Seal Repair	Excellent Quality	05
27.	Air Handling Unit Belts	Excellent Quality	15
28.	Generator oil/oil,diesel,air filter	Quarterly	

SERVICE AND MAINTENANCE CONTRACT FOR CHILLERS

Scope of Work

The scope of work includes Annual Maintenance of Kawasaki Chillers (07 numbers) installed at Expo Centre Karachi. Under mentioned tasks are to be performed by qualified Engineers and reports / analysis to be ensured through some reputable laboratories.

De-scaling, brushing with soft brush, cleaning and visual inspection of condenser, absorber & evaporator. Checking & adjustment of safety devices if required. High temperature Generator checking for fouling & corrosion and subsequent cleaning. Flame detector checking. Lithium Bromide solution analysis. Inspection & cleaning of Sensors, detectors & relays. Smoke chamber inspection. Any other task related to the job.

In addition to above, your service engineers will have to attend any emergency call throughout the period of Contract and make a routine visit every month to ascertain performance of chillers and submit a written report in this regard and make necessary recommendations.

To provide and or arrange spare parts required on mutually accepted cost in addition to the price of this Contract for annual serving, routine quarterly service and or as & when required. The chemicals, descales and other consumables required for this purpose at the time of maintenance are to be arranged by the firm not by TDAP.

If the faults / repairs are not attended to or removed in stipulated time, a suitable penalty would be imposed by the EMPLOYER'S REPRESENTATIVE which would be deducted from the bill.

Services

1. The Bidder shall be responsible for the continuous and uninterrupted management services of the complete HVAC System (Chillers, Pumps, Motors, Air Handling Units, Valves, allied piping and its complete electrical system) including plant room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service.
2. The spare parts and material required for continuous operation & maintenance services and for major repairs and annual servicing shall be provided by the TDAP along with following:
 - a) Electricity, Gas and water supply;
 - b) Supply of Water treatment chemicals, paints & special lubricants or oils;
 - c) Provision of suitable space for Bidder within or close to Plant Room with telephone extension for easy communication with the concerned officials of the TDAP;
 - d) However, the Bidder has to maintain at the premises, necessary tools/equipment and Safety equipment required for said service.
3. The Bidder shall ensure that the HVAC plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation. The Bidder shall also ensure economical consumption of the materials & spare parts.
4. The bidder will be responsible to install any new Standalone AC Unit or make replacement for any existing Standalone AC Unit; as and when required as per the instructions of

2 Services Schedule

2.1 The following execution schedule shall be followed for each nature of Services:

- (i) Operational Services for Chiller Plant including Pumps, Motors, AHU's and Allied Piping with necessary electromechanical services;
 - (ii) Standalone AC Units i.e. all types of Wall / Ceiling Mounted & Floor Standing Air-Conditioners;
 - (iii) Supervisory Services at the premises;
 - (iv) Technical assistance Services.
- a) As per preventive and corrective maintenance requirement and requirements shared by Client.
- (i) Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services or Maintenance Services for Chiller Plant and allied system and Standalone AC Units.

2.2 In case of any operation of Chiller Plant or Standalone AC Units or maintenance deemed necessary by TDAP beyond

the operating hours mentioned above or even on holidays; the Bidder will perform the desired services; without incurring any additional charges.

3 Tools & Equipment (T&E) for Execution of Services

3.1 The Bidder shall bring and maintain all necessary T&E at site which are required for execution of services under the Contract. During pendency of the Contract, if TDAP finds that the T&E brought by the Bidder is not sufficient and as per desired quality, the Bidder shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. Such T&E shall include but not limited to testing and diagnostic instruments if required. In case of failure to arrange and maintain the necessary T&E desired for execution of Services, TDAP reserves the right to take punitive action as per the Contract which includes and is not limited to imposition of liquidity damages, termination of contract and forfeiture of Performance Security.

B – DETAILS OF SERVICES

4 Operational Services

- 4.1 Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards.
- 4.2 Services for cleaning and general upkeep of Chillers, Pumps, motors, piping, allied valves, Electrical distribution plant room, and surrounding areas.
- 4.3 Dosing water treatment chemicals.
- 4.4 Removal and fixing of false ceiling as required by the Bidder for carrying out his work. The Bidder shall be responsible for making good any damage to the false ceiling framing and tiles.
- 4.5 Attending to phone calls and responding as necessary.
- 4.6 The temperature on each floor at different locations shall be recorded at least twice daily.
- 4.7 The equipment operational observation shall be recorded at suitable intervals.
- 4.8 A complete daily general Monitoring of the entire installation shall be carried out by the Bidder who will immediately convey any abnormality in HVAC Plant and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.
- 4.9 Complete safeties monitoring of the HVAC Plant, Allied Equipment and electrical installations at least once a month during which the defective part(s) shall be replaced by new one(s), if required by Maintenance Team.
- 4.10 Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
- 4.11 Maintain and operate Chillers and its allied equipment (Cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves and allied piping) & all Standalone AC Units.
- 4.12 Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition.
- 4.13 Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis.
- 4.14 Checking and testing the Plant for proper smooth services daily.
- 4.15 Immediate attending of Chillers and allied equipment in case of emergency.
- 4.16 Reporting to Bidder's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.
- 4.17 Cleaning the HVAC Plant along with disposal of waste material.
- 4.18 Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
- 4.19 Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric Switch gear of HVAC system including ear thing system.
- 4.20 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

5 MAINTENANCE SERVICES

- 5.1 The periodical and preventive maintenance/service of the HVAC Plant and allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service manuals of the manufactures in presence of the Client's representative and details of these shall be duly entered in the daily log sheets/book. The Bidder shall complete the annual servicing, maintenance, repairs and service during this period so that the equipment is in full working order following service. Checklists and reports for the services must be submitted to the TDAP.
- 5.2 The Bidder shall attend maintenance or repair work of the HVAC plant and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to

set right the service, or at any time due to exigencies/ emergencies and will provide services for smooth working in the minimum possible time. The Bidder shall inform the Client well in advance about any maintenance/repair/service work scheduled to be done by the Bidder after office hours or on holiday(s).

- 5.3 Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.
- 5.4 Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
- 5.5 Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plant.
- 5.6 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.
- 5.7 Providing assistance in painting of air devices, Pumps, pipelines etc.
- 5.8 Provide assistance in emergency situations.
- 5.9 Provide assistance in troubleshooting or repair and rectification work.
- 5.10 Resolution of fault of plants and allied equipment.
- 5.11 Any other work assigned by Engineer or TDAP.

6 SUPERVISORY & TECHNICAL SUPPORT SERVICES

- 6.1 Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.
- 6.2 Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation.
- 6.3 Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system.
- 6.4 Supervision of activities and liaison with the Engineer and TDAP's Staff in emergency situations.
- 6.5 Supervision of inspection and maintenance activities necessary to maintain/repair all equipment in trouble-free and smooth operating condition.
- 6.6 Continuous and uninterrupted service for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.
- 6.7 Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.
- 6.8 Attending to phone calls and responding as necessary.
- 6.9 Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
- 6.10 Reporting to Client and Calling for external help in emergency situations and whenever necessary.
- 6.11 Supervision of inspection and maintenance activities; necessary to maintain the HVAC system in trouble-free and smooth operating condition.
- 6.12 Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system mentioned above in Clauses SOS.5 & 6.
- 6.13 Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched, or has deteriorated.
- 6.14 Providing assistance in painting of air devices, Pumps, pipelines etc.
- 6.15 Provide assistance in emergency situations.
- 6.16 Provide assistance in troubleshooting or repair and rectification work.
- 6.17 Carry spare parts, tools or documentation between work sites.
- 6.18 Smooth and uninterrupted services through periodical inspections and monitoring.
- 6.19 Resolution of fault of plants and allied equipment.
- 6.20 Going off-site to bring in parts, material, documents or consumables as instructed by the Engineer.
- 6.21 Any other work assigned by Engineer or TDAP.

7 Daily Services

- 7.1 Check for the working of all electrical & mechanical components of the Plant Equipment.
- 7.2 Maintain log sheets/log book for daily operation.
- 7.3 Any service or running repairs required during the operation of the plant.
- 7.4 Cleaning of the equipment machinery and complete Plant Room and respective Premises area.

8 Weekly/ Biweekly/Monthly Services

- 8.1 Washing & cleaning of air filters.

- 8.2 Flushing and cleaning of strainers.
- 8.3 Service of automatic and safety controls of equipment and system.
- 8.4 Checking of oil and other lubricant levels and changing.
- 8.5 Checking of belt driven equipment and adjustment of belt tension and alignment.
- 8.6 Checking of water levels and controls valves.
- 8.7 Changing of parts due to normal wear and tear when necessary.
- 8.8 Checking and adjustment of all pressure and safety devices.
- 8.9 Adjustment and lubrication/ greasing of bearings & glands of equipment.

9 Annual Services

- 9.1 Annual Maintenance work to be carried out one by one on Chiller(s) during Annual Shut down period as specified in the BDS or as per weather situation or instructions by the Engineer.
- 9.2 Parts to be changed where necessary.
- 9.3 Instruction given in the Manufacturer's Manuals to be followed (if available and on record).
- 9.4 Record of various checks and tests to be maintained for further reference.
- 9.5 A satisfactory report on annual maintenance will be provided to the Engineer or TDAP.

10 Frequency of Services for Chillers (Electrical)

10.1 Daily Services

- a) Complete over all visual and general inspection of the chillers;
- b) Startup of the Chiller(s);
- c) Maintaining the daily data log sheets for the chiller operation for temperatures, pressures, levels etc.;
- d) Vacuuming / purging of the chillers as per requirement;
- e) Checking of Gas Pressure;
- f) Checking operation of safeties;
- g) Maintaining chilled water outlet temperature as per requirement through chiller operation;
- h) Checking and monitoring of the chiller pumps such as Refrigerant pump, Solution pump, Purge pump etc.;
- i) Checking of all safeties;
- j) Checking water/refrigerant level of chiller;
- k) Monitor Set Points of the HVAC system;
- l) Monitor for the working of all electrical & mechanical components of the equipment;
- m) Any service or running repairs required during the services of the HVAC System;
- n) General Upkeep of the equipment machinery and complete HVAC System Premises;
- o) Recording continuous and uninterrupted management services of the chiller parameters on hourly basis;
- p) Monitoring the control panel of the chiller from dust and other external material which could be harmful for chiller controls.

10.2 Monthly Services

- a) Checking Amperes, Performance and Abnormality of Refrigerant Pump, Vacuum Pump etc.;
- b) Confirmation of setting values of safety devices and control devices;
- c) Checking of programming of Microprocessor;
- d) Refrigerant Blow down (If necessary);
- e) Checking of all safeties;
- f) Checking refrigerant level of chiller;
- g) Cleaning of Condenser fins if required;
- h) Monitor Set Points and safety cutouts of HVAC system; i) Monitor the HVAC system for refrigerant or Oil leakage;
- j) Flushing and cleaning of strainers;
- k) Monitoring of Valves for normal working;
- l) Inspection & Service of automatic and safety controls of HVAC system; m) Monitoring of oil and other lubricant levels and changing (if required); n) Changing of parts due to normal wear and tear when necessary;
- o) Monitoring and adjustment (if required) of all pressure and safety devices;
- p) Adjustment and lubrication / greasing of bearings & glands etc. of HVAC System.

10.3 Annual Services

- a) Pressure checking of Chiller with N₂ (Nitrogen);
- b) Checking & Servicing of Refrigerant pump;

- c) Checking and Servicing of H.T/LT HVAC System Eliminators;
- d) Servicing of HVAC System;
- e) Flame Adjustment;
- f) Servicing of Gas Line Strainer;
- g) Servicing of Diesel Line Strainer;
- h) Restarting of chiller with observation;
- i) Cycle testing of LiBr Solution from PCSIR Lab and submission of Report with detailed analysis;
- j) Calibration of sensors (if found faulty will inform accordingly);
- k) Leveling Electrode;
- l) Vacuuming;
- m) Refrigerant Blow down (If necessary);
- n) Checking of all Temperatures, Pressures and Fluid level;
- o) Confirmation of setting values of safety devices and control devices;
- p) Checking of all safety devices and adjustment if required;
- q) Servicing of control panel;
- r) Checking programming of Microprocessor;
- s) Checking and adjustment of Inverter Programming;
- t) Checking Amperes and abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump;
- u) De-scaling of Absorber and Condenser with De-scalar;
- v) Neutralization with Neutralizer; w) Brushing with brushing Machine; x) Checking of all safeties;
- y) Checking refrigerant and absorbent level of Chiller;
- z) Checking operation of burners with all safeties;
- aa) Monitoring of Compressor Oil and Recommendation for change if required;
- bb) Monitoring of Electrical Terminals and tightening of loose connections;
- cc) Assure that all bearings are lubricated; dd) Monitoring the condition of the motor; ee) Monitoring of Amperes of Pumps;
- ff) Monitor and inspection for any abnormal noise;
- gg) Monitor and adjust Spring Isolators, changing of the same if required;
- hh) Monitoring of Glycol of the HVAC system

11 Frequency of Services for Cooling Tower

11.1 Daily Services

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place;
- b) Inspection of Cooling Tower circulating water Circuit;
- c) Chemical Dosing;
- d) Checking of PH & TDS of cooling water circuit;
- e) Checking Ampere of cooling tower motor;
- f) Fan Balancing & Adjustment if required;
- g) Checking of float valve of cooling towers for proper operation or leakage

11.2 Weekly/ Monthly Services

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place;
- b) Inspection of Cooling Tower circulating water Circuit;
- c) Servicing of Hot & Cold Water basin;
- d) Checking of float valve of cooling towers for proper operation or leakage;
- e) Checking of motor supports and fan blades;
- f) Ensure that the strainers at water return sump to chiller are in position and clean;
- g) Ensure that air intake louvers are clear, properly fixed, clean and not obstructed;
- h) Ensure that there is no oil leak from the fan gear or bearing box. Ensure that Fan-Belts are in good operating condition and belt tension is correct;
- i) Ensure that the top water basin distribution holes are clear, clean and not obstructed;
- j) Check all globe valves on top basin for proper adjustment for required flow GPM.

11.3 Annual Services

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place;
- b) Inspection for clogging
- c) Checking the condition of Fan Motor;
- d) Check for loose fills, connections, leaks, etc. e) Check motor supports and fan blades;
- f) De-scaling of Cooling Towers;
- g) Charging of Water Treatment Chemicals;
- h) Inspections of Cooling Tower circulating water Circuit;
- i) Repairing, if any leakage in the system;
- j) Checking of float valve of cooling towers for proper operation or leakage
- k) Ensure fan gear and bearing box is well lubricated.

12 Frequency of Services for Water Pumps and Motor Sets

12.1 Daily Services

- a) Checking the condition of the motor;
- b) Checking and securing of all pump mountings;
- c) Checking Amperes of Pumps;
- d) Check and inspection for any abnormal noise.

12.2 Weekly/Monthly Services

- a) Overall visual inspection;
- b) Assure that all bearings are lubricated;
- c) Inspection of bearings, drive, pulley & gland rope; adjust, repair or replace new material;
- d) Checking the condition of the motor;
- e) Checking of Amperes of Pumps;
- f) Check and inspection for any abnormal noise.

12.3 Annual Services

- a) Overall visual inspection;
- b) Assure that all bearings are lubricated;
- c) Inspection of bearings, drive, pulley & gland rope; adjust, repair or replace;
- d) Checking the condition of the motor;
- e) Checking of Amperes of Pumps;
- f) Check and inspection for any abnormal noise

13 Frequency of Services for (AIR HANDLING UNIT) AHU

13.1 Daily Services

- a) Checking of any abnormality in normal operation condition;
- b) Checking & Servicing of Filters;
- c) Humidity control;
- d) Checking of Coil's condition;
- e) Checking of Blowers and housing;
- f) Checking of the drain pan for smooth and proper flow of condensate.

13.2 Weekly/ Monthly Services

- a) Overall Visual Inspection;
- b) Checking & Servicing of Filters;
- c) Inspection of Fan & Fan motor;
- d) Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure Gauges;
- e) Checking of the drive motor;
- f) Checking of the drive and driven pulley alignment;
- g) Checking of the drain pan for smooth and proper flow of condensate.

13.3 Annual Services

- a) Overall Visual Inspection;
- b) Checking of Coil's condition;
- c) Inspection of Fan & Fan motor;
- d) Checking of Blowers, belts and Temperature & Pressure Gauges;
- e) Greasing of bolts & Motors; (upon requirement);
- f) Servicing of Coils (upon requirement);
- g) Checking of the pipe work, pipe insulation;

h) Checking of the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

14 Frequency of Services for Split type & Floor Standing Air-Conditioning Units

14.1 The AC Units shall be maintained and Operated based on the following regular checks and inspections;

- a) Cleaning of Filter;
- b) Checking and cleaning of Evaporator;
- c) Checking and cleaning of Condenser; d) Pressure Testing;
- e) Checking of abnormal noise of Complete ACs;
- f) Checking of filters checking of controls, thermostat;
- g) Checking of the drain pan for smooth flow of condensate;
- h) Checking the noise level;
- i) Checking the abnormal vibration.

15 Frequency of Services for Electrical Motors & Starters

15.1 The Electrical Motors & Starters shall be maintained and Operated based on the following regular checks and inspections;

- a) Cleaning, servicing and checking of all components;
- b) Tightening of wire/Cable connections;
- c) Cleaning & adjustment of contacts;
- d) Checking of ear thing;
- e) Checking of motor winding insulation;
- f) Replacement of bearings (if needed).

16 Frequency of Services for Electric Control Panels

16.1 The Electric Control Panels shall be maintained and Operated based on the following regular checks and inspections;

- a) Checking and services of MCCB's; disconnect switches, fuses contacts, relays, and overloads, cutouts & other safety devices;
- b) Tightening of wiring connections;
- c) Checking of wiring insulation;
- d) Checking of ear thing.

17 Frequency of Services for Air Distribution Systems

17.1 The Air Distribution Systems shall be maintained and Operated based on the following regular checks and inspections;

- a) Cleaning of air devices;
- b) Repairs of exposed ducts, duct insulation, jacketing and covering

18 Frequency of Services for Piping System Network

18.1 The Piping Systems shall be maintained and Operated based on the following regular checks and inspections;

- a) Cleaning and flushing of all piping systems including chemical cleaning when servicing and cleaning of all valves, strainers is done on requirement Basis;
- b) Repair of insulation, jacketing and covering of all insulated piping.

B - OBLIGATIONS OF THE SERVICE PROVIDER

19 Scope of Services

- 19.1 Plant Staff shall operate, maintain and manage the Plant on behalf of the Service Provider in accordance to Appendix-A to Bid.
- 19.2 The Service Provider will take all its efforts and professional acumen to ensure desired Annual Plant Availability in pursuant.

20 Services Schedule

- 20.1 The Service Provider shall provide and ensure uninterrupted services as per Appendix-A to Bid. TDAP; however, reserves the right to make adjustments, changes, alterations in the services timings depending upon the requirements of the TDAP which will be communicated to the Service Provider from time to time.
- 20.2 The Service Provider shall be obliged to complete the Services as assigned under the Contract during the Services Schedule fixed by TDAP and if the Service Provider has to spend time beyond the assigned Services Schedule to complete the contractual obligation, TDAP shall not be responsible for any extra payment.
- 20.3 If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary

for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, TDAP is entitled to impose Liquidated Damages.

- 20.4 The Service Provider shall have to coordinate with the Engineer in advance if he wants to execute the services beyond the Services Schedule to perform his contractual obligations under the Contract.

21 Standards for Performance of the Services

- 21.1 Service Provider shall perform the Services required under this Contract as set forth in Appendix-A to Bid, and as per Services Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and existing prudent industry practices, and shall observe sound management practices.
- 21.2 If at any time during the performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the performance of part or whole of the Services, the Service Provider shall promptly notify TDAP in writing or in electronic forms that provide record of the content of communication of the fact of the delay; its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, TDAP shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages.
- 21.3 The Service Provider shall be liable to make immediate arrangements for any part or any material; which ceased the Plant Operation and may affect the Annual Plant Availability.
- 21.4 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 TDAP's legitimate interests in any dealings with Sub Service providers or third parties.
- 21.5 Service Provider shall use all reasonable efforts to optimize the useful life of the Plant and to minimize Maintenance Costs and Plant outages or other unavailability.
- 21.6 The Service Provider will ensure continuity of services without interruption as per requirement.
- 21.7 The Service Provider will be liable to submit necessary justifications or reasons attributing to failure of any part / system etc. in writing.
- 21.8 In the course of the performance of the services the Service Provider shall comply with all requirements of the TDAP.
- 21.9 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the TDAP in Pakistan.
- 21.10 Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the Service quality standards or to perform its services in accordance to Appendix A to Bid; at no extra cost to TDAP as and when required.

22 Quality Control

- 22.1 TDAP shall check the Service Provider's work and performance; 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 under the Contract.
- 22.2 The Engineer 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, TDAP will impose a penalty.
- 22.3 The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, TDAP may issue notice to the Service Provider.
- 22.4 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, TDAP 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 Security shall be forfeited and TDAP EG shall also debar the Service Provider from participation in future Contracts.

23 Plant Staff Standards

- 23.1 Service Provider shall provide as reasonably necessary all labor and professional, supervisory and managerial staff (collectively "**Plant Staff**") as are required to perform the Services as mentioned in Annexure-D to Bid but not limiting to. Such Plant Staff shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Plant Staff under the Contract.
- 23.2 All individuals employed by Service Provider to perform the Services shall be employees of Service Provider, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Service Provider (subject to TDAP's approval rights to verify qualification and experience of such Plant Staff).
- 23.3 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 providers cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to TDAP's interests

or business.

- 23.4 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.
- 23.5 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its Plant Staff; the Service Provider shall provide as a replacement after fulfillment of requirements as per the approval of TDAP and TDAP's security protocol/requirement.
- 23.6 With respect to labor matters, hiring personnel, and employment policies, Service Provider shall comply with all applicable Laws. Service Provider also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Service Provider's acknowledgment (hereby given) that Service Provider has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate TDAP.

24 Services tools, material and equipment

- 24.1 The Service Provider shall bring at site all equipment, material and tools including but not limited to those specified in the Contract necessary to carry out the services under the Contract.
- 24.2 The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Duration.
- 24.3 TDAP will not be liable for any cost for purchase or maintenance; whatever the case may be.
- 24.4 Title to all materials, equipment, supplies, spare parts and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by TDAP being not covered under the Contract or being the obligations of TDAP; other than those being arranged and maintained subject or specified in the appendix A to Bid hereunder shall pass immediately to and vest in TDAP upon the passage of title from the Vendor or Supplier or Service Provider thereof, provided, however, that such transfer of title shall in no way affect Service Provider's obligations as set forth in this Contract.

25 Access to Office and Plant

- 25.1 The Service Provider shall allow and ensure easy access of Engineer or any other authorized person(s) of TDAP to his office, store or other areas under his control while providing the Services under the Contract.
- 25.2 TDAP, and their respective agents and representatives shall have access at all times to the Plant and any documents, materials and records and accounts relating to Plant operations for purposes of inspection and review. Upon the request of TDAP, or their respective agents and representatives, Service Provider shall make available to such persons or entities and provide them with access to any operating data and all operating logs.
- 25.3 Service Provider agrees to cooperate fully with TDAP, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Plant.

26 Compliance

- 26.1 Service Provider shall comply with all Laws applicable to the operation, maintenance and management of the Plant and the performance of the Services.
- 26.2 Service Provider shall apply for and obtain, and TDAP shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.
- 26.3 Service Provider shall provide reasonably necessary assistance to TDAP, to secure permits, licenses, and approvals (and renewals of the same) that TDAP is required to obtain from or file with any governmental agency regarding the Plant.
- 26.4 Service Provider also shall file such reports, notices, and other communications as may be required by any government agency regarding the Plant.
- 26.5 The Service Provider shall promptly notify TDAP of any matter coming to their knowledge that could have a material effect on the business or affairs of the TDAP.
- 26.6 The Service Provider shall disburse the monthly salaries/wages/remuneration to its resources or Plant Staff through Bank Account Transfer before 5th of each following month and shall maintain verifiable evidence of such disbursement(s).
- 26.7 The Service Provider shall carry out all instructions of TDAP communicated through the Engineer or any Authorized Representative; which comply with the applicable laws where the premises are located.
- 26.8 The Service Provider shall adhere to all directions of TDAP and observe security protocol as per TDAP's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to TDAP.

- 26.9 The Service Provider warrants that its Plant Staff or employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if TDAP is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and TDAP shall have exclusive right to not accept the services of any service provider resource.
- 26.10 The Service Provider shall upon reasonable notice by the TDAP allow the TDAP's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by TDAP if so required by TDAP.
- 26.11 The Service Provider shall comply with any code of conduct provided to the Service Provider by TDAP from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of TDAP.

27 Compliance with all the Regulatory Requirements

- 27.1 The Service Provider shall be responsible to comply with all applicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory payments under Labor Laws which includes but not limited to:
- a) Payment of at-least minimum wages / salaries / remuneration as notified by the Federal or Provincial Government or any other State Owned Entity; having such authorization.
 - b) Ensure EOBI / Social Security registration of its resources and regular payment of contributions.
 - c) Group Life and Medical Insurance.
 - d) Any other necessary Insurance Policy applicable for the Plant Staff against accidents; personal injury etc. as per applicable laws.
 - e) Casual, medical and maternity or any other leaves as per applicable laws.
 - f) Any other requirement as applicable under the relevant law.
- 27.2 The Service Provider will ensure that the terms and conditions of employment/ service of its employees or Plant Staff are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.
- 27.3 The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.
- 27.4 The Service Provider shall organize to pay its own and its employees taxes, and TDAP is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
- 27.5 Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted by the Service Provider without any liability on TDAP.

28 Operation and Maintenance Records and Reports

- 28.1 Service Provider shall prepare, maintain and submit on periodic basis, the Plant operating logs, records, and reports that document the operation and maintenance of the Plant, all in form and substance sufficient to meet TDAP's reporting requirements under the Contract and as specified in Appendix A to Bid.
- 28.2 Service Provider shall maintain current revisions of drawings (if any), specifications, lists, clarifications and other materials related to operation and maintenance of the Plant provided to Service Provider by TDAP and other Vendors (related to installed Plant Equipment).
- 28.3 All, reports, and other documents and software submitted (if, any) by the Service Provider shall become and remain the property of TDAP, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to TDAP, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of TDAP.
- 28.4 Service Provider shall provide TDAP reasonably necessary assistance in connection with TDAP's compliance with reporting requirements under the Contract, applicable Laws or any other agreement to which TDAP is a party relating to the Plant. Such assistance shall include providing reports, records, logs and other information that TDAP may reasonably request as to the Plant or its operation.

29 No Liens or Encumbrances

- 29.1 Service Provider shall maintain the Plant free and clear of all liens and encumbrances resulting from any action of Service Provider or work done at the request of Service Provider, except for such liens or encumbrances that result directly from nonpayment by TDAP of amounts due and owing to Service Provider under this Contract.
- 29.2 Except where such action is expressly permitted by this Contract, Service Provider shall not take any action that would cause a default under any Contract.

30. Emergency Action and prompt intimation to TDAP

- 30.1 If any likely future events, problems or circumstances whether on Service Provider's part or on TDAP's part, that may adversely affect the quality of Services, the Service Provider shall promptly notify TDAP and should also provide the

details of likely corrective measures required.

- 30.2 If an emergency endangering the safety or protection of persons, the Plant, or property located near the Plant occurs, Service Provider shall promptly notify TDAP and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss.
- 30.3 Service Provider shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.
- 30.4 However; if the Service Provider fails to give an early warning or any notification to TDAP without any justified reason he shall be held responsible for all the consequences thereof.

31 Action in Extraordinary Circumstance

31.1 In the event that:

- a) The Plant or major Plant equipment suffers an unplanned outage (or Service Provider reasonably believes that such an occurrence is imminent), and
- b) Service Provider has made reasonable, but unsuccessful, efforts to notify and communicate with TDAP regarding such occurrence or imminent occurrence in accordance with the terms of this Contract; then Service Provider shall:
 - (i) take all necessary action to prevent or to mitigate such unplanned outage,
 - (ii) Make reasonable efforts to minimize any cost associated with such remedial action,
 - (iii) Continue to attempt to notify and communicate with TDAP regarding the occurrence and the remedial action.

32. Meetings

- 32.1 The Service Provider or the Plant Manager or any other representative of the Service Provider; as desired by TDAP shall attend the meetings, when called by TDAP to discuss different issues regarding the Plant or quality of the services of the Plant Staff or any other matter related to the Contract; without any compensation from TDAP.

32 Performance Security

32.1 The Service Provider shall furnish a Performance Security in a form and amount as specified in SCC.

32.2 Notwithstanding anything contained in the Contract and / or applicable; the Performance Security will be invoked and claimed; if Service Provider fails to perform its obligations under the Contract.

33 Submission of Bills

33.1 The Service Provider will be responsible to submit its monthly bills by the 10th of following month.

34 Limitations of Service Provider

- 34.1 Notwithstanding any provision in this Contract to the contrary, unless previously approved by TDAP in writing or through TDAP's approval, Service Provider and any employee, representative, or other agent of Service Provider are prohibited from taking the specified actions with respect to the matters indicated below.
- (a) **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of TDAP, including any property or assets purchased by Service Provider where the purchase cost is paid by TDAP;
 - (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
 - (i) on behalf of, in the name of, or purporting to bind TDAP or
 - (ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to TDAP at any time;
 - (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 27 and 28, Service Provider may, without prior approval from TDAP, make limited expenditures in accordance with those provisions;
 - (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual Plant Operating Plan, or the requirements of any provisions under the Contract;
 - (e) **Lawsuits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, TDAP or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
 - (f) **Liens:** Create, incur or assume any lien upon the Plant;
 - (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of TDAP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Plant Agreement; or
 - (h) **Agreements:** Enter into any agreement to do any of the foregoing.

35 Execution of Documents

35.1 Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval

of TDAP) to be executed by Service Provider shall be executed by the authorized representative of Service Provider or, subject to prior written notice to TDAP, by such other representative of Service Provider who is authorized and empowered by Service Provider to execute such documents.

36 Proprietary Information

36.1 Where materials or documents prepared or developed by Service Provider or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Service Provider or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that TDAP shall have the right to the same to the extent necessary for operation or maintenance of the Plant.

37 Warranties

37.1 For TDAP's benefit, Service Provider shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, TDAP releases Service Provider from any further liability arising in respect of such equipment, material or services (other than the Services) to the extent such liability is covered by any such warranty. Service Provider itself shall not be liable for any such warranties, or for any defects or damage caused by such equipment, material or services (other than the Services). Upon TDAP's request, Service Provider agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by TDAP for TDAP's benefit or assignable by Service Provider to TDAP without any further action or consent by or on the part of any third party. Unless otherwise requested, Service Provider shall administer such warranties and immediately notify TDAP of any defects discovered or suspected that may be covered by such warranties. When requested, Service Provider shall assign any such warranty to TDAP and assist TDAP with the administration and enforcement of such warranty, or, if such warranty is not assignable to TDAP, assist TDAP with the administration and enforcement of such warranty.

38 Breach of Contract

38.1 Any breach by Service Provider under this Section shall constitute a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, TDAP 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.

39 Conflict of Interests

39.1 Service Provider and Plant Staff or any other Service Provider's Employee(s) or their affiliates should not benefit from Commissions and Discounts.

39.2 Payment against the Services under Section – D shall constitute sole payment to the Service Provider.

39.3 The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract.

39.4 The Service Provider shall ensure that the Service Provider's Employee (s); or their affiliates shall not receive any additional payment.

39.5 Service Provider and Plant Staff or any other Service Provider's Employee(s) or their affiliates shall not be indulge any Conflicting Activities within the premises

39.6 Neither the Service Provider and Plant Staff nor any other Service Provider's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.

G - TERMINATION OF CONTRACT

40 Term

41.1 The term of this Contract shall be from and including the Effective Contract Date to and including the Expiry Contract Date as mentioned in the Letter of Acceptance. This Contract is subject to earlier termination.

41 Termination for Default

41.1 TDAP or the Service Provider; without prejudice to any other remedy for breach of Contract, may terminate the Contract; by not less than fourteen (14) days written notice of default sent to the concerned party; if the other party causes a fundamental breach of the Contract.

41.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:

- a) the Service provider fails to perform any obligation(s) under the Contract;
- b) the Service Provider fails to submit Performance Security within the time specified in the SCC or does not maintain or extend the Performance Security for the next Yearly Period(s);
- c) the Service Provider has abandoned or repudiated the contract;

- d) a payment is not paid by TDAP to the Service Provider after 90 days from the due date for payment; not subject to dispute; provided that a written notice is received from the Service Provider; not later than forth five (45) days that such payment is overdue.
 - e) TDAP gives Notice that non-performance or unsatisfactory performance or any maintenance works to be executed related to any material Services under the Contract is a fundamental breach of Contract and the Service Provider fails to remedy such non-performance or unsatisfactory performance or rectification of defective works within a reasonable period of time determined by TDAP; and
 - f) if TDAP determines, based on the reasonable evidence, that the Service Provider has engaged in corrupt and fraudulent practices as described under Rule-2(1)(f) of PPR-2004, in competing for or in executing the Contract.
 - g) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.
- 41.3 In the event TDAP terminates the Contract in whole or in part, TDAP may procure, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Service Provider shall be liable to TDAP for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
- 41.4 Except as provided, a delay by the Service Provider in the performance of its Services obligations shall render the Service Provider liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 42. Termination for Force Majeure**
- 42.1 Notwithstanding the provisions, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
- 42.2 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party within three (03) days of such event; giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by TDAP in writing or in electronic forms that provide record of the content of communication, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 42.3 However; subject; if the Service Provider fails to perform a material portion of the Services under the Contract or is unable to remedy the affected works or Services; for not less than sixty (60) days; TDAP may terminate the Contract; by not less than fourteen (14) days written notice to the Service Provider.
- 43. Termination for Bankruptcy or Insolvency**
- 43.1 TDAP may at any time; terminate the Contract by not less than fourteen (14) days written notice sent to the Service provider; if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TDAP.
- 44. Termination for Convenience**
- 44.1 TDAP, at its sole discretion; by not less than fourteen (14) days written notice sent to the Service Provider, may make a determination that it no longer intends to continue the Contract for any reason, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TDAP's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 45. Plant and Standalone AC Units Condition at end of term**
- 45.1 Upon expiration or termination of this Contract, Service Provider shall remove its Plant Staff from the Premises.
- 45.2 Service Provider shall leave the Plant and all Standalone AC Units in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.
- 45.3 Service Provider shall be paid all unpaid Services Fee.
- 45.4 All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Service Provider under this Contract pursuant to Section B (Obligations of the Service Provider) excluding tools and equipment; and will be left at the Plant and will become or remain the property of TDAP without additional charge.
- 46 Payment upon Termination**
- 46.1 In the event of a termination of this Contract, TDAP shall make the following payments to the Service Provider;
- a) Payments in pursuant under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination;
 - b) except in the case of termination, reimbursement of any reasonable cost incident to the prompt and orderly

termination of the Contract;

- c) If the total amount already released by TDAP exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
- d) In case of termination, performance security shall be forfeited.

46.2 Notwithstanding payment of any amount pursuant to this Section G, TDAP shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by TDAP pursuant to this Section G, together with any supporting documentation requested by TDAP, for a period of two (2) years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Service Provider did not constitute, in whole or in part, a reimbursable item, TDAP may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or TDAP may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.



SERVICE AND MAINTENANCE CONTRACT FOR ELEVATORS

Scope of Work

The work includes the maintenance / servicing of 03 elevators installed at Expo Centre of the following description together with all related equipment and systems including machine room equipment, Data Display Unit Panel, Bell Alarm Panel and Key Operator Panel Boards will be the responsibility of the firm to manage at own cost, TDAP will not be liable to pay any bills.

Passenger Capsule Elevator	1250 Kg (16 person) (02 in no.)
Cargo Elevator	900 Kg (01 in no.)

The essence of the Contract is to ensure smooth functioning of elevators at all times. A brief description of services shall be as under:

- 1). To undertake following jobs / services on cargo elevator & passenger capsule elevator on fortnightly basis by qualified technician / engineer:

Cleaning of Control Panel. Cleaning of Gear Machine Unit.
Check adjustment of brake. Check gear oil level / condition.
Check the condition of main traction rope.
Check and clean speed governor.
Check the condition of speed governor rope.
Check and clean all safety switches.
Check and clean induction plates.
Clean and grease main and C.Wt guides.
Check and adjust the guide shoes.
Check guide clips of the brackets.
Check and clean emergency brackets. Filling of oil in oil cups (car and C. Wt)
Check and clean door locks and door contracts. Check and clean door drive unit.
Check and clean landing doors and sills. Check and clean lift car, false ceiling and sill. Check the operation of car control panel.
Clean car top and check maintenance box buttons. Check and clean landing push button boxes. Checking of all safety system.

To provide all cleaning materials, lubricants and to drain out the gear box including replenishment of fresh oil at your cost. To attend and rectify promptly and break-down of the elevators. To carry out all minor repairs without any extra charge. To provide spare parts and major repair work at mutually accepted cost in addition to the price of this contract. Major works shall include changing of suspension / governor ropes, repair of Gear Box, Winding of motors etc. One operator cum technician will be provided at Expo site during all exhibitions and their set up days for a 12 hour shift.

REPORT

You shall submit report of work done in respect of 2 capsule elevators and one service elevator on every fortnightly visit. These reports shall be based on the works recorded in the maintenance register and shall be counter signed by the representative of Contractor. You shall also furnish a biannually report on the condition of the parts of all elevators.

EMPLOYER'S REPRESENTATIVE shall impose the penalty, if complaints are not attended to and faults are not rectified / removed within the stipulated time which would have been hampering the smooth operation, conduct provision of services.

SUB PACKAGE – 3 WATER TANK CLEANING & CHEMICAL TREATMENT OF OVERHEAD AND UNDERGROUND TANKS

Emptying the overhead (1 No.) and underground (2 Nos.) water tanks. Cleaning and chemical treatment of the same from inside after every six months as per following procedure:

Cleaning and decontamination of underground and overhead tanks with chemicals, scraping with hard brushes on all sides including top and bottom to eliminate the dirt, allies and decay of vegetation in the tank from spreading inside with use of chemicals mixed solutions / products in order to keep water free from all germs and fit for human consumption. The overhead and underground tanks, have the following approximate capacities (cubic feet):

OVERHEAD TANK (1 No.)			
Tank No.	Capacity (Cubic Feet)		
	Length x Width x Height		Capacity
1.	$2\text{II} \times 28' - 2\text{II} \times 14' - 0\text{II}$ (-) $4(7' - 5\text{II} \times 4' - 4\text{II}) \frac{1}{2} \times 28' - 2\text{II}$ (-) Opening for stair $\pi/4 (5)^2 \times 14' - 0\text{II}$ Total Area.....	= = =	1 CFT (-) 1,802 CFT (-) 280 CFT 9,019 CFT
UNDERGROUND TANKS (2 Nos.)			
Tank No.	Capacity (Cubic Feet)		
	Length x Width x Height		Capacity
1.	$5\text{II} \times 29' - 0 \times 9' - 3\text{II}$		6 CFT
2.	$5\text{II} \times 29' - 0 \times 9' - 3\text{II}$		6 CFT
	Total Area.....		12 CFT
ADDITIONAL UNDERGROUND TANKS (2 Nos.)			
Tank No.	Capacity (Cubic Feet)		
	Length x Width x Height		Capacity
1.	$5\text{II} \times 29' - 0 \times 9' - 3\text{II}$		6 CFT
2.	$5\text{II} \times 29' - 0 \times 9' - 3\text{II}$		6 CFT
	Total Area.....		12 CFT

Note: The EMPLOYER may impose penalty and make deductions in the bill due to non- performance and not attending the complaints by the contractor in this regard.

Terms of Reference

Operational management and maintenance of various services / systems & facilities at Karachi Expo Center, including following:

Job Descriptions		
Electrical Equipment	Mechanical Equipment	Plumbing Equipment
1. Air Conditioning Plant and its systems. 2. Air Conditioning Units – Split Type and Packaged Type (Fan Coil Units). 3. Cooling Towers. 4. Air Handling Units. 5. Power Distribution Systems. 6. Lighting Systems. 7. Control Panels / Change Overs / DB. 8. Cabling inside and outside Halls.	1. Ventilation Systems. 2. Diesel Generators. 3. Lifts 4. Condenser Pumps. 5. Chilled Water Pumps and External Water Supply and Sewerage Systems etc.	1. Plumbing Systems. 2. Water Tanks. 3. Water Motors. 4. Water Sewerage Systems. 5. Water Distribution Lines etc.

(Note – the list of HVAC equipment and electrical equipment with power distribution scheme are attached below. The unforeseen / urgent and immediate expenses on electrical, mechanical and plumbing equipment upto 500,000/- will be borne by the firm. TDAP will not reimburse the amount).

1. Performance Guarantee

The Successful bidders will be required to furnish a performance guarantee of 02% of contract amount (One Year contract amount) in the form of Bank Guarantee. The performance guarantee will be confiscated if the successful bidder (s) fails to provide the required services as per TORs.

2. Service Period

The services period as per PPRA Rule # 16A, Open Frame Work Contract Agreement. In case of unsatisfactory performance the service of firm will be terminated at any time with one month prior notice.

3. Working hours

The General shift shall operate during normal working hours including Saturday and Sundays. However, in case of extended working hours, the Plant operation and provision of all other services shall be arranged by THE CONTRACTOR (at his own cost not by TDAP) within the proposed fee / wages as quoted in the bid. Details of staff salaries and wages should be provided as per **Annexure III**.

4. Routine maintenance

a. Procurement of Spares, Consumable Material, Tools for Plants

- THE CONTRACTOR shall provide consumable and spares for routine maintenance of electrical, mechanical and plumbing. Contractor shall procure these at their own cost and ensure regular supply of spares, consumables including chemicals, lubricating oils, greases, materials, tools etc. on a monthly basis. Normal and special maintenance supply schedule will be furnished by THE CONTRACTOR
- Spare parts for major maintenance and overhauling shall be arranged by TDAP, for which Contractor shall provide list and prices in advance for the equipment only and labor charges are to be borne by Contractor.
- Contractor shall provide a checklist of routine activities with their frequencies on monthly basis to TDAP. Routine monthly inspections, maintenance and other expenses will be borne by the Contractor at his own cost.

b. Breakdown Maintenance

- i. In case of plant breakdown due to no fault of the Contractor (to be decided by TDAP), immediate repair/rectification works up to Rs.500,000/- will be carried out by Contractor. TDAP will not reimburse the said amount. In case the cost involved is more than Rs.500,000/-, The firm will intimate TDAP prior so that the rectification and reimbursement over and above Rs.500,000/- may be arranged by TDAP.

List of equipment's for operation and maintenance services

A. LIST OF HVAC EQUIPMENT

EQUIPMENT	QTY.	CAPACITY	MAKE	LOCATION
UTILITY BUILDING – I				
Chiller – Direct Fired absorption type	3	285 tons	Kawasaki – Japan	Plant Room
Cooling tower – induced draft cross flow type	3	1380 Us gpm	Shinwa – Japan	Roof, Plant
Condenser water pumps	4	80 HP	KSB – Pak KSB –	Room
Chilled water pumps	4	25 HP	Pak Interklima –	Plant Room
FCU – II	2	600 vg,	Greece	Plant Room
Exhaust fan type – 5	4	1500 cfm	Pak	Control Room Plant Room
Exhaust fan type – 2	2	350 cfm	Pak	Toilet, Kitchen Plant
Expansion Tank – Sealed diaphragm type	2	55 gal	Pak	Room
UTILITY BUILDING – II				
Chiller – Direct Fired absorption type	3	285 tons	Kawasaki – Japan Shinwa –	Plant Room Roof,
Cooling tower – induced draft cross flow type	3	1380 US	Japan KSB – Pak	Plant Room
Condenser water pumps Chilled water pumps	3	80 HP	KSB – Pak	Plant Room Plant Room
FCU – II	3	25 HP	Interklima – Greece	Control Room Plant Room
Exhaust fan type – 5	2	600 cfm	Pak	Toilet, Kitchen Plant
Exhaust fan type – 2	4	1500 cfm	Pak	Room
Expansion Tank – Sealed diaphragm type	2	350 cfm		
	2	55 gal		
HALL – 1				
Secondary Chilled water pumps	2	15 HP	KSB – Pak Interklima –	GF Pump Room AHU Room
AHU – 6	2	22230 cfm	Greece Interklima –	Coffee Shop Ground Floor
AHU – 7	1	2800 cfm	Greece Interklima –	Ground Floor Mezz. Floor
FCU – 10	5	475 cfm	Greece Interklima –	AHU Room AHU Room
FCU – 11	2	600 cfm	Greece Interklima –	Kitchen Mezz.
FCU – 12	4	800 cfm	Greece Engatech – Pak	
Exhaust fan type – 3	1	2300 cfm	Engatech – Pak Pak	
Exhaust fan type – 4	1	770 cfm		
Exhaust fan type – 2	2	350 cfm		
HALL – 2				
Secondary Chilled water pumps	2	15 HP	KSB – Pak	GF Pump Room
AHU – 6	1	22230 cfm	Interklima – Greece	AHU Room
AHU – 8	1	22500 cfm	Interklima – Greece Interklima	AHU Room
AHU – 9	1	2300 cfm	– Greece Interklima – Greece	Ground Floor
AHU – 10	2	2100 cfm	Interklima – Greece Interklima	Ground Floor Ground
AHU – 11	1	2600 cfm	– Greece Engatech – Pak	Floor AHU Room Mez.
AHU – 12	1	5100 cfm	Engatech – Pak	AHU Room Mez.
Exhaust fan type – 3	1	2300 cfm	Pak	AHU Room Mez.
Exhaust fan type – 4	1	770 cfm	Pak	Kitchen Mezz.
Exhaust fan type – 5	1	1500 cfm		Kitchen Mezz.
Exhaust fan type – 2	2	350 cfm		
HALL – 3				
Secondary Chilled water pumps	2	15 HP	Engatech – Pak	GF Pump Room AHU Room
AHU – 6	2	22230 cfm	Interklima – Greece	Coffee Shop
AHU – 7	1	2800 cfm	Interklima – Greece	GF & GF Ground Floor
FCU – 10	7	475 cfm	Interklima – Greece	Office
FCU – 12	4	800 cfm	Interklima – Greece	AHU Room
FCU – 13	1	250 cfm	Interklima – Greece	AHU Room
Exhaust fan type – 3	1	2300 cfm	Engatech – Pak	Kitchen Mezz.
Exhaust fan type – 4	1	770 cfm	Engatech – Pak Pak	
Exhaust fan type – 2	2	250 cfm		

CONGRESS CENTER Secondary Chilled water pumps FCU – 1	2	15 HP	KSB – Pak	GF Pump Room Ground Floor Ground Floor
FCU – 2	1	1590 cfm	Interklima – Greece	Ground Floor GF Electric Room
FCU – 3	2	1820 cfm	Interklima – Greece	GF & FF Toilet
Exhaust fan type – 2	1	1130 cfm	Interklima – Greece	FF Kitchen First Floor First Floor
Exhaust fan type – 4	1	350 cfm	Interklima – Greece	
Exhaust fan type – 5	4	470 cfm	Greece	
FCU – 4	2	1500 cfm	Pak	
FCU – 5	1	1890 cfm	Engatech – Pak	
FCU – 7	1	2050 cfm	Pak	
	10	815 cfm		
FCU – 1	2	7000 cfm	Interklima – Greece	Second Floor
FCU – 2	1	10000 cfm	Interklima Greece	SF AHU Room
FCU – 3	1	5750 cfm	Interklima –Greece	SF AHU Room SF AHU Room
FCU – 4	1	7800 cfm	Interklima–Greece	Room SF AHU Room
FCU – 5	1	15100 cfm	Interklima–Greece	SF AHU Room Second Floor Second Floor FCU – 15
FCU – 13	2	5000 cfm	Interklima–Greece	
FCU – 14	1	4120 cfm	Interklima–Greece	
			Petel – Pak	
			Petel – Pak	
	1	5570 cfm	Petel – Pak	Second Floor FCU – 12
	3	800 cfm	Interklima – Greece	Lift M/c Rooms
GUARD HOUSE Split Air-conditioning Unit	6	1140 cfm	Daiken	Office
Roof Extractor	1			Toilet

Details of HVAC Equipment Installed in Hall – 4

	Description	Qty.	Capacity	Make	Location
	Fancoil Units	6	29836 BTU	Interklima	
	Fancoil Units	4	13547 BTU	Interklima	
	Fancoil Units	2	21268 BTU	Interklima	
	Fancoil Units	5	22471 BTU	Interklima	
	Thermostats	17			Ground / Mezz
	Air Handling Units 16 – 1	1	1032510 BTU	Interklima	AHU Room
	Air Handling Units 16 – 2	1	1032510 BTU	Interklima	AHU Room
	Air Handling Units 17	1	1032510 BTU	Interklima	AHU Room

Details of HVAC Equipment Installed in Hall – 5

S. No.	Description	Qty.	Capacity	Make	Location
	Fancoil Units	6	29836 BTU	McQuay	
	Fancoil Units	4	13547 BTU	McQuay	
	Fancoil Units	2	21268 BTU	McQuay	
	Fancoil Units	5	22471 BTU	McQuay	
	Thermostats	17		McQuay	Ground /Mezz.
	Air Handling Units	2	1032510 BTU	McQuay	AHU Room
	Air Handling Units	2	1032510 BTU	McQuay	AHU Room
	Air Handling Units 17	1	1032510 BTU	McQuay	GF Pump Room
	Secondary Chilled water pumps	2	15 HP	KSB – Pak	GF Pump Room

Details of HVAC Equipment Installed in Hall – 6

S.No.	Description	Qty.	Capacity	Make	Location
	Fancoil Units	6	29836 BTU	McQuay	
	Fancoil Units	4	13547 BTU	McQuay	
	Fancoil Units	2	21268 BTU	McQuay	
	Fancoil Units	5	22471 BTU	McQuay	
	Thermostats	17		McQuay	Ground / Mezz
	Air Handling Units	2	1032510 BTU	McQuay	AHU Room
	Air Handling Units	2	1032510 BTU	McQuay	AHU Room
	Air Handling Units 17	1	1032510 BTU	McQuay	GF Pump Room
	Secondary Chilled water pumps	2	15 HP	KSB – Pak	GF Pump Room

FINANCIAL BID

S. #	Category of Staff	Number	Salary / Wages Per person per month
A. Overall Management, Supervision & Control (Regular Office Hours & some of the staff distributed in shifts)			
1.	Operation Supervisor	One	(01)
2.	Office Attendant (Qualification not less than Matric)	Two	(02)
B. Operation & Maintenance (Regular Office Hours & some of the staff distributed in shifts)			
3.	Mechanical Engineer (Must be B.E Mechanical) with five years relevant field experience and not over 60 years of age)	One	(01)
4.	Electrical Engineer (Must be B.E Electrical with five years relevant field experience and not over 60 years of age)	One	(01)
5.	Chiller Operator-cum-AC Mechanic (Diploma holder with five years relevant experience)	Three	(03)
6.	Pump Mechanic-cum-Operator (Must be Diploma holder)	One	(01)
7.	Electrician (Must be Diploma holder)	Three	(03)
8.	Plumber (Qualification not less than Intermediate & five years relevant experience)	Two	(02)
C. General Services (Regular Office Hours)			
9.	Painter (Qualification not less than Intermediate & five years relevant experience)	One	(01)
10.	Carpenter (Qualification not less than Intermediate & five years relevant experience)	One	(01)
11.	Aluminum Fixer (Qualification not less than Intermediate & five years relevant experience)	One	(01)
12.	Lift Operator (Must be diploma holder)	One	(01)
13.	Key Holder (Qualification not less than Matric)	One	(01)
14.	AC Mechanic (Must be diploma holder in relevant field)	One	(01)
15.	Fire Fighting system operators	Eight	(08)
D. Charges of Monthly Material			
16.	Material on monthly basis (as per annexure-I)		
E. Charges for Special Service Contracts (Lump Sum Fee) as annexures			
17.	Service / Maintenance of D.G Set		
18.	Service / Maintenance of A/C Plant / Chillers		
19.	Service / Maintenance of Lifts		
20.	Fumigation and Rodent Control and cleaning of the overhead and underground tanks.		
Total			
Taxes/SRB			
Total amount			

Fumigation / Rodent Services / dog killing material will be conducted every three months. One (1) operator will be available full time to repeat service / problem as discovered. Fumigation / Rodent Services must be well reputed.

(Note: The list of HVAC equipment and electrical equipment with power distribution scheme are attached herewith for reference at Annexure-II. The unforeseen / urgent and immediate expenses on Electrical, Mechanical and Plumbing Equipment upto 500,000 will be borne by the firm. TDAP will not reimbursed the amount.

Important Note: (The bidders must quote the wages of unskilled labor keeping in view the existing Government policy of minimum wages as declared in the last budget session and as per the existing labor laws. The employer reserves the right to reject any financial bid considered to be under quoted in violation to the Government rules approved during the last budget on wages and in the labor laws. Any increase in minimum wages by the Government in subsequent budget sessions or on adhoc basis will be catered for by the EMPLOYER and adjustment will be made in the bid and monthly billing, accordingly, to bring up wages of the labor that fall below the latest minimum wage.

All prices must be quoted in Pak Rupees and shall be inclusive of all applicable taxes (i.e. SST, GST, Income Tax etc.)

Name of the firm _____

Sign & Stamp of the Firm _____

Sr. #	Description of items	Manufacturer	Approximate / Minimum quantity required per month	Unit Rate	Total
A. ELECTRICAL MATERIAL					
1.	Tube light (36 W)	Branded and durable	25 Nos. Minimum		
2.	Tube light (18 W)	Branded and durable	25 Nos. Minimum		
3.	Energy Saver (18W) / LED Bulb	Branded and durable	50 Nos. Minimum		
4.	Flood Light Tube (400 W)	Branded and durable	20 Nos.		
5.	Flood Light Tube (250 W)	Branded and durable	20 Nos.		
6.	Flood Light Chock (400 W)	Branded and durable	20 Nos.		
7.	Flood Light Chock (250 W)	Branded and durable	20 Nos.		
8.	Capacitor 35 UF	Branded and durable	12 Nos.		
9.	Igniter (100 – 600)	Branded and durable	10 Nos.		
10.	Starter C10	Branded and durable	10 Nos.		
11.	Starter C2	Branded and durable	10 Nos.		
12.	Single Pole Breaker (20 AMP)	Branded and durable	10 Nos.		
13.	PVC Tape	Branded and durable	05 Nos.		
14.	L.E.D Tube light (4ft)	Branded and durable	10 Nos.		
15.	L.E.D Light 2*2	Branded and durable	06 Nos.		
16.	Holder (400W)	Branded and durable	12 Nos.		
17.	AC Splits Service and Gas filling	Branded and durable	5		
B. Chemicals for Chillers and cooling tower					
18.	Acroburag-540	Excellent Quality	54. 20 Kgs.		
19.	Acroburag-900A	Excellent Quality	20 Kgs.		
20.	Biocide-L250	Excellent Quality	30 Kgs.		
21.	Biocide-L250	Excellent Quality	40 Kgs.		
22.	Acroburag-380	Excellent Quality	60 Kgs.		
23.	Gear Oil	Excellent Quality	3 Liters		
24.	Chiller chemical testing (PCSIR)	Quarterly			
C Mechanical/ELECTRICAL					
25.	Motor-windings/Coupling/rubbers	Excellent Quality	05		
26.	Shaft / Seal Repair	Excellent Quality	05		
27.	Air Handling Unit Belts	Excellent Quality	15		
28.	Generator oil/oil,diesel,air filter	Quarterly			
				Total Amount	

Past Experience / Contracts

Contracts over <i>[insert amount]</i> during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

