Standard Bidding Document

PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES
(Non-Consultancy Services)

National

Single Stage-Two Envelope

November 13, 2026

National Bank of Pakistan (Security Management Wing),Senior Vice President
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **National Bank of Pakistan (Security Management Wing)** has reserved Funds for the procurement planned for FY **2026-27**. The **National Bank of Pakistan (Security Management Wing)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES**" with the reference of **"P145770"**

2. The **National Bank of Pakistan (Security Management Wing)** 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 **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/145770**.

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, November 25, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, November 25, 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**

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

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

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

3. **Fraud & Corruption**

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

4. **Eligible Bidders**

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

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

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

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

7. **Clarifications**

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

8. **Amendment of Bidding documents**

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

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

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

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

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

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

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

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

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

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

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

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

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

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

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

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

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

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

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

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

17.5.2. in the case of a successful bidder fails:

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

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

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

18. **Alternative Bids by Bidders**

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

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

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

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

20. **Format and Signing of Bids**

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. **Establishment of Procurement Cell**

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

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

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

24. **Third Party Validation**

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

25. **External Bid Evaluation Committee**

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

26. **Opening of Bids**

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

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

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

27. **Confidentiality**

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

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

28. **Preliminary Examination of Bids**

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

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

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

28.1.3. is accompanied by the required securities; and

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

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

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

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

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

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

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

30. **Correction of Errors**

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

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

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

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

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

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

31. **Conversion to Single Currency**

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

32. **Evaluation of Bids**

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

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

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

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

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

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

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

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

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot

combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

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

34. **Abnormally Low Financial Bids**

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

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

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

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

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

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

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

35. **Rejection of Bids**

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

36. **Cancellation of procurement**

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

37. **Single Responsive Bid**

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

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

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

39. **Arbitration Clause**

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

40. **Fee of the Arbitrator**

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

41. **Socio-economic development**

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

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

42. **Environmental objectives**

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

F. Award of Contract

43. **Appointment of Contract Manager**

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

44. **Criteria of Award**

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

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

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

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

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

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

47. **Notification of Award**

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

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

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

48. **Signing of Contract**

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

49. **Performance Guarantee**

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

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

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

50. **Advance Payment**

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

51. **Arbitration**

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

52. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

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

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

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

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

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

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

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

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

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **National Bank of Pakistan (Security Management Wing)**

The subject of procurement is: **PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES**

Expected commencement date: **Monday, January 25, 2027**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P145770**

BDS Clause Number 3
ITB Number 4

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

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 22, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **National Bank of Pakistan (Security Management Wing)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. All the required documents as mentioned in eligibility criteria.

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.1

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

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.1

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

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

BDS Clause Number 14
ITB Number 17.1

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

BDS Clause Number 15
ITB Number 17.3

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

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.

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

The deadline for Bids submission is: **Wednesday, November 25, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *: **Wednesday***

Date: ***Wednesday, November 25, 2026***

Time *: **11:30 AM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **5.00%**.

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

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

Required Registration
FBR (NTN) SECP

Eligibility Criteria	Document
Active Tax Payer List.	Yes
Sindh Board of Revenue (SRB).	Yes
Is the Service Provider established in Pakistan at-least for last Five (05) years (please attach relevant attested documentary evidence)	Yes
The Service Provider confirms that it has never been involved in any criminal/unlawful activities nor has been blacklisted or debarred by any entity/organization. (Please attach an undertaking on E-Stamp Paper of Rs.500/=)	Yes
EOBI Enrollment Certificate.	Yes
SESSI Enrollment Certificate.	Yes

Does the Service Provider have Total/Aggregate Turnover of Rs.75.000 (M) (Rupees Seventy-Five million during last (03) three years 2025, 2024 & 2023? (please attach copy of Annual Audited Financial Statement duly attested by the Authorized Official of the Firm).	Yes
Is the Service Provider enlisted with Fire Protection Associates of Pakistan (FPAP) and have valid Membership Certificate in the name of Service Provider (please attach copy of relevant documents/certificates duly attested by the issuing authority(s)	Yes
Is the Service Provider rendering Fire Fighting & Safety Services as an active client atleast 2x Government Organizations / Financial Institutions / Other entities (MNC/PSE/Private Ltd. Co.), having multistoried Building with qualified Fire Fighters for last 3 years (2024, 2025 & 2026). (Please provide Clients Name, Contact Details along with attested copies of relevant documentary evidence such as Signed Contracts/Service Level Agreements/Service Certificate from respective clients)	Yes
'Total Bid Amount' for each category of Resources as well as ‘Aggregate Bid Amount’ shall be inclusive of all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Uniform, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & Fidelity Insurance, Miscellaneous Charges, Training or any other expense/cost borne by the Service Provider (please provide undertaking on stamp paper)	Yes
Undertaking on stamp paper that any new, increase, decrease in regulatory payments (Taxes, Duties, Minimum Wages, EOBI, Social Security, Insurance, etc. by whatever nomenclature called) levied or promulgated by the Government during the bidding process may accordingly be adjusted in the Bid Price, however, at the sole discretion of NBP Management, provided that such payment/amount has direct bearing/impact on the amount of Financial Bid submitted by the Service Provider.	Yes
Does the Service Provider undertake that in case any information/document submitted is found false/forged, the Service Provider shall be disqualified from the procurement process at any stage? (please attach an undertaking on E-Stamp Paper of Rs.500/=)	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**80**
Technical Evaluation Criteria	
Service Provider should be incorporated as “Private/Public Limited” with Security Exchange Commission of Pakistan (SECP); Partnership Firm with the concerned Registrar of Firm; Sole Proprietor should confirm whether the sole Proprietorship name is registered in his name (please attach attested copy of relevant document). (Quantitative)(Doc Required) In case of Private/Public limited firm registered with SECP **(15)** In case of Sole Proprietor or Partnership **(10)**	15
Is the Service Provider established in Pakistan at-least for last Five (05) years (please attach relevant attested documentary evidence). (Quantitative)(Doc Required)	10
Service Provider registered with Federal Board of Revenue and Sindh Provincial Revenue Board(s) (SRB)? (please attach attested copy of NTN & Sindh Sales Tax Certificates (SRB) with Active Taxpayer List (ATL) confirmation and last 3 years Tax Returns i.e.2025, 2024 & 2023) (Quantitative)(Doc Required)	5

The Service Provider confirms that it has never been involved in any criminal/unlawful activities nor has been blacklisted or debarred by any entity/organization. (Please attach an undertaking on E-Stamp Paper of Rs.500/=) (Quantitative)(Doc Required)	10
Service Provider enrolled with Employees Old Age Benefit Institution (EOBI) (Please provide copy of respective registration certificates) (Quantitative)(Doc Required)	5
Service Provider enrolled with Sindh Employee Social Security Institution (SESSI) (Please provide copy of respective registration certificates) (Quantitative)(Doc Required)	5
Service Provider have Total/Aggregate Turnover of Rs.75.000 (M) (Rupees Seventy-Five million during last (03) three years 2025, 2024 & 2023 (please attach copy of Annual Audited Financial Statement duly attested by the Authorized Official of the Firm). (Quantitative)(Doc Required) In case of aggregate turnover above 100 Million. **(10)** In case of aggregate turnover above 75 Million but below 100 Million **(5)**	10
Service Provider enlisted with Fire Protection Associates of Pakistan (FPAP) and have valid Membership Certificate in the name of Service Provider (Please attach copy of relevant documents/certificates duly attested by the issuing authority(s) (Quantitative)(Doc Required)	15
Service Provider rendering Fire Fighting & Safety Services as an active client at least 2x Government Organizations / Financial Institutions / Other entities (MNC/PSE/Private Ltd. Co.), having multistoried Building with qualified Fire Fighters for last 3 years (2024, 2025 & 2026). (Please provide Clients Name, Contact Details along with attested copies of relevant documentary evidence such as Signed Contracts/Service Level Agreements/Service Certificate from respective clients) (Quantitative)(Doc Required) Service Provider rendering Fire Fighting & Safety Services as an active client more than 2. **(25)** Service Provider rendering Fire Fighting & Safety Services as an active client at least 2 **(15)**	25

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES	**Address:** NBP Head Office Building & Allied Location at Karachi. **Schedule:** 3 Years **Quantity:** 1/job	1/job	500000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES

Specifications / Requirements:

NBP invites eligible companies operating in Pakistan, having required experience and qualification in the field of providing Fire Fighting & Safety Services, to submit Bid as per Eligibility Criteria laid down in this document. Fire Fighting & Safety Services would entail providing qualified Fire Fighters (Fire Supervisor & Fire Fighters etc.) (hereinafter referred to as “Resources”) as required by NBP at its Head Office Building, I.I. Chundrigar Road, Karachi and other allied premises located at Karachi for 24/7, to take immediate necessary action in case of fire to prevent its outspread, using all firefighting appliances & arrangements at their disposal. Successful bidders shall provide Fire Fighting & Safety Services by deploying required resources at NBP Head Office Building, I.I. Chundrigar Road and other allied premises located at Karachi within thirty (30) days of Signing the Agreement (hereinafter interchangeable with ‘Contract’) Services shall be required for 3 years (36 months) from the date of execution of Contract. Schedule of Requirement: Requirement of Fire Fighting & Safety Services for NBP Head Office Building, Karachi are as follows: Fire Supervisor: 01 Fire Fighters: 30 TOTAL RESOURCE: 31 However, the Procuring Agency may increase/decrease the personnels between 30 to 50 as per requirement of NBP.

Scope of Work

Scope of Services

NBP invites eligible companies operating in Pakistan, having required experience and qualification in the field of providing Fire Fighting & Safety Services, to submit Bid as per Eligibility Criteria laid down in this document. Fire Fighting & Safety Services would entail providing qualified Fire Fighters (Fire Supervisor & Fire Fighters etc.) (hereinafter referred to as “Resources”) as required by NBP at its Head Office Building, I.I. Chundrigar Road, Karachi and other allied premises located at Karachi for 24/7, to take immediate necessary action in case of fire to prevent its outspread, using all firefighting appliances & arrangements at their disposal.

Successful bidders shall provide Fire Fighting & Safety Services by deploying required resources at NBP Head Office Building, I.I. Chundrigar Road and other allied premises located at Karachi within thirty (30) days of Signing the Agreement (hereinafter interchangeable with ‘Contract’)

Services shall be required for 3 years (36 months) from the date of execution of Contract.

Brief Description

NBP invites eligible companies operating in Pakistan, having required experience and qualification in the field of providing Fire Fighting & Safety Services, to submit Bid as per Eligibility Criteria laid down in this document. Fire Fighting & Safety Services would entail providing qualified Fire Fighters (Fire Supervisor & Fire Fighters etc.) (hereinafter referred to as “Resources”) as required by NBP at its Head Office Building, I.I. Chundrigar Road, Karachi and other allied premises located at Karachi for 24/7, to take immediate necessary action in case of fire to prevent its outspread, using all firefighting appliances & arrangements at their disposal.

Price Schedule

For Individual Positions

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

For Lots

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

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

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

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

13.1. **Definition**

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

13.2. **No Breach of Contract**

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

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

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

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

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**

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

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

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

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

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

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

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

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

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

18.1.2. changing the Program of activities; and

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

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

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

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

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

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

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

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

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

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: National Bank of Pakistan (Security Management Wing), Senior Vice President Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.

Contractor is:

The title of the subject procurement is:PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES

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:

National Bank of Pakistan (Security Management Wing), Senior Vice President
Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.
+92-389-02590
qadir.khan@nbp.com.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:

National Bank of Pakistan (Security Management Wing), Senior Vice President
Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.
+92-389-02590
qadir.khan@nbp.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.50%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **National Bank of Pakistan**

The amount of performance guarantee shall be 5.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Delivery & Documents

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

Satisfactory Certificate along with Monthly Invoice from Concerned Wing Head.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P145770***

To: **National Bank of Pakistan (Security Management Wing), Senior Vice President Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, 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 **National Bank of Pakistan (Security Management Wing), Senior Vice President Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, 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., **PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES (*P145770*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **National Bank of Pakistan (Security Management Wing), Senior Vice President Office of the Department Head Tender, Procurement Division-LCMG, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, 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 Non-Consultancy Services*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Information to Bidders

Information (Read-Only)

See Form Under Additional Forms and Documents: **Information to Bidders** (page number: 71)

Financial Proposal

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal** (page number: 93)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Past Experience and Completed Contracts

Fire Fighting & Safety Services as an active client atleast 2x Government Organizations / Financial Institutions / Other entities (MNC/PSE/Private Ltd. Co.), having multistoried Building with qualified Fire Fighters for last 3 years (2024, 2025 & 2026). (Please provide Clients Name, Contact Details along with attested copies of relevant documentary evidence such as Signed Contracts/Service Level Agreements/Service Certificate from respective clients)

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 94)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

The Service Provider confirms that it has never been involved in any criminal/unlawful activities nor has been blacklisted or debarred by any entity/organization. (Please attach an undertaking on E-Stamp Paper of Rs.500/=)

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 95)

Current Contracts and Their Progress

Bidder is required to attach Contract/On-going projects i.e. Contract Agreement or Work Order (as applicable). However if case of unavailablity the bidder is required to submit Satisfactory Certificate from the employer.

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 97)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 98)

Average Annual Turnover

Does the Service Provider have Total/Aggregate Turnover of Rs.75.000 (M) (Rupees Seventy-Five million during last (03) three years 2025, 2024 & 2023? (please attach copy of Annual Audited Financial Statement duly attested by the Authorized Official of the Firm).

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 100)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

1. Instructions to the Bidders

Note: (These Instructions to the Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Services

1.1 NBP invites eligible companies operating in Pakistan, having required experience and qualification in the field of providing Fire Fighting & Safety Services, to submit Bid as per Eligibility Criteria laid down in this document. Fire Fighting & Safety Services would entail providing qualified Fire Fighters (Fire Supervisor & Fire Fighters etc.) (hereinafter referred to as "Resources") as required by NBP at its Head Office Building, I.I. Chundrigar Road, Karachi and other allied premises located at Karachi for 24/7, to take immediate necessary action in case of fire to prevent its outspread, using all firefighting appliances & arrangements at their disposal.

1.2 Successful bidders shall provide Fire Fighting & Safety Services by deploying required resources at NBP Head Office Building, I.I. Chundrigar Road and other allied premises located at Karachi within thirty (30) days of Signing the Agreement (hereinafter interchangeable with 'Contract')

1.3 Services shall be required for 3 years (36 months) from the date of execution of Contract.

IB.2 Source of Fund

2.1 NBP has available funds towards the cost of Fire Fighting & Safety Services and it is intended that funds will be applied to eligible payments under the Contract for which this Bidding Document is issued.

IB.3 Eligible Bidders

3.1 This Invitation to Bid is for those Bidders who fulfill the Eligibility Criteria at Sr.5 on Page 15 to provide Fire Fighting & Safety Services at NBP Head Office Building, Karachi.

IB.4 Bidding

4.1 Bidders may submit Bid for Fire Fighting & Safety Services as per 'Bid Form' given at Sr.No.10 on Page 32, of the Bidding document. Detail List of Resources required to be deployed is given in the "Schedule of Requirements" at Sr.No.4 on Page 15 of this Bidding Document.

4.2 Successful Bidders shall be awarded Fire Fighting & Safety Services based on Most Advantageous Bid received/evaluated. As such, payments shall be made by NBP against total Resources deployed.

IB.5 Cost of Bidding

5.1 The Bidders shall bear all costs associated with the preparation and submission of its Bid and NBP will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process and/or its cancellation at any stage under Rule 33 of PPRA, 2004.

IB.6 Visit of Premises

6.1 The Bidders are advised to visit and inspect Head Office Building Karachi (HOK) and other allied premises located at Karachi and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for Fire Fighting & Safety Services. All cost in this respect shall be at Bidders' own expense.

6.2 The Bidders and any of their personnel or agents shall be granted permission by NBP (against prior request) to enter upon HOK for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify NBP, its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for Bid, should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

7.2 The Bidders are expected to carefully examine the contents of Bidding Documents. Failure to comply with the requirements of Bid submission will be at Bidders' own risk. Bids which are not responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Prospective Bidders requiring any clarification(s) in respect of the Bidding Documents may notify NBP in electronic form through EPADS at least seven (07) days before the bid closing date (Manual request, as well as those submitted beyond the deadline will not be entertained). NBP will within (03) working days after receiving the request for clarification, respond in electronic form through EPADS.

8.2 Should Bidder object on any ground (including any ambiguity, discrepancy, omission or error to any provision or legal requirements set forth in this Bidding Document, the Bidder must provide written notice to NBP setting specifically the grounds for the objection, however within ten (10) calendar days after Invitation of Bid.

8.3 The failure of Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of such objection. Submission of bid in response to this Bidding Document would construe to Bidder's consent on the contents of the Bidding Document including terms and conditions appended therein, thus rendering any subsequent objection as null & void.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission/uploading of Bid, NBP may for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding Document by issuing addendum(s).

9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be published on EPADS/Newspapers.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, NBP may extend the deadline for submission of Bids in accordance with Clause IB.19 of the Bidding Document.

C. PREPARATION & SUBMISSION OF BID

IB.10 Documents Comprising the Bid

10.1 the Bidders Shall

a. Submit the bid as per 'Bid Form' as given at Sr.No.10 on Page 32 and in conjunction with 'Schedule of Requirements' at S.No.4 on Page No.14 of this Bidding Documents.
b. Attached Annexure (duly tagged) as per Eligibility Criteria' given in the 'Bid Form'.
c. Attach Bid Security as per Clause IB.18 of the Bidding Documents.
d. Attach written Power of Attorney authoring the signatory of the Bid to act for an on behalf of the Bidder.

IB.11 Uploading and Marking of Bids

11.1 The Bidders shall submit/upload their Bids on EPADS.

IB.12 Submission of Bid

12.1 Bid shall be submitted under Rule 36(b) (Single Stage Two Envelopes Procedure) of PPRA Rules, on EPADS.

12.2 The Bidders shall submit Bid as per 'Bid Form' on Page 32 (appended at Sr.10 of this Bidding Documents) which must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.3 The Bidder must provide responses with complete clarity and free from any ambiguity. In case any part of Bid is left blank, unclear, ambiguous, vague, duplicate, and/or contains overwriting/ cutting, the Bid shall stand rejected.

12.4 No bidder shall be allowed alternation or modification once Bid have been opened. NBP may seek and accept clarifications to the Bid that do not change the substance of the Bid. Any clarification shall be in writing.

12.5 NBP Reserves the right, at its sole discretion, to request any bidder for clarification related to any specific section(s) of the submitted Bid. The bidder shall submit such clarification(s) in writing.

12.6 Unless stated otherwise in the Bidding Documents, the contract shall be for the whole of the Services, based on the bid amount per resource and/or prices submitted by the Bidders.

IB.13 Eligibility Criteria (Part A) for Bid

13.1 The Bidder must fill the Eligibility Criteria as per following requirements:

a. Responses against ALL questions MUST be in "YES" or "NO" only (Column-C).
b. For Bidder to be eligible, responses against ALL questions MUST be in affirmative ("YES"), as such, any response in negative ("NO") shall lead to rejection of the Bid.
c. The Bidder must:
    i. Provide responses to all questions, however, with complete clarity and free from any ambiguity. In case a question is un-responded, left blank, unclear, ambiguous, vague, or duplicate, the response to such question will be treated as negative "NO".
    ii. Provide relevant documentary/material evidence to substantiate/corroborate responses as and where required as Annexures, duly signed by an authorized signatory.
d. Bid shall stand rejected in case the Bidder fails to provide any of the above required information related to the Bid.

13.2 In case NBP determines that the Bidder has failed to meet one or more of the Eligibility Criteria, NBP may request the Bidder for necessary clarifications/corrections or determine the Bid nonresponsive to the Bidding and reject it.

IB.14 Financial Bid Proposal (Part B) of the Bid

14.1 The Bidder MUST provide 'Total Bid Amount' for each category of Resources as well as Aggregate Bid Amount' in a manner that the following are indicated explicitly:

a. For Fire Supervisor
   i. 'Bid Amount Per Resource' (C1).
   ii. 'Total Bid Amount' (D1) i.e. by multiplying 'Number of Resources' (B1) with 'Bid Amount Per Resource' (C1).
b. For Fire Fighter
   i. 'Bid Amount Per Resource' (C2).
   ii. 'Total Bid Amount' (D2) i.e. by multiplying 'Number of Resources' (B2) with 'Bid Amount Per Resource' (C2).
c. Aggregate Bid Amount is to be calculated by adding 'Total Bid Amount' for all Category of Resources (D1+D2).

14.2 'Total Bid Amount' for each category of Resources as well as Aggregate Bid Amount, shall be inclusive of all its liabilities on account of any regularity or non-regularity payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Uniform, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & fidelity Insurance Miscellaneous Charges, or any other expenses/cost borne by the Service Provider.

14.3 The Bidders shall fill in rates and prices for all the Services as per format of the Financial Bid Proposal. Services against which no rate or price is entered by a Bidder will not be paid for by NBP when provided and shall be deemed covered by rates and prices for other Services in the Price Schedule.

14.4 All duties, taxes and other levies payable by the Bidders under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bid shall be included in the rates/prices and the Aggregate Bid Price submitted by the Bidders. Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per relevant Clause(s) of Conditions of Contract.

14.5 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with relevant clause(s) of Conditions of Contract.

IB.15 Currency of Bid

15.1 The bid amount per resource and the Total Bid Amount shall be quoted by the Bidders entirely in Pak Rupees (PKR) only.

IB.16 Bid Validity

16.1 The Bid will remain subject to NBP's acceptance for one hundred and eighty (180) days.

16.2 In exceptional circumstances, prior to expiry of the original Bid validity period, NBP may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A bidder agreeing to the request will not be require or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension.

IB.17 Bid Security

17.1 It is mandatory for Bidders to furnish **Bid Security** in the shape of Pay Order/Demand Draft/Bankers Cheque in favor of National Bank of Pakistan and issued by a scheduled commercial bank operating in Pakistan, amount of which must be Rs. 500,000/= (Rupees Five Hundred Thousand only).

17.2 Bid Security submitted other than Pay Order/Demand Draft/Bankers Cheque (as per clause 17.1) shall not be accepted, and bid shall be subjected to rejection.

17.3 NBP shall not be liable to pay interest/mark-up/cost of funds or any other cost associated to Bid Securities.

17.4 Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 (twenty-eight) days after the expiration of the period of Bid Validity.

17.5 Bid Security of a Successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee to the satisfaction of NBP and signed the Contract.

17.6 The Bid Security may be forfeited:

a. if the Bidder does not accept the correction of its Bid Price/Amount pursuant to Clause IB 26 of the Bidding Document, or
b. In the case a Successful Bidder fails within the specified time limit to (i) furnish the required Performance Guarantee and / or (ii) sign the Contract.

IB.18 Format and Signing of Bid

18.1 The Bid shall be deemed as a legal document and shall form part of the final contract. The Bidder are advised to attach 'Bid Form' on Page 32 (as given at Sr.10 of the Bidding Documents) duly signed from an authorized signatory attesting their competence and the veracity of information provided in their responses. Unsigned responses would be treated as incomplete and may therefore be rejected.

18.2 Bidder shall promptly notify NBP of any change in directorship, managerial orders of the Service Provider, address or contact numbers.

18.3 Any additional or diverse terms and conditions proposed by Bidder would be rejected unless expressly assented to in writing by NBP.

18.4 Bid should be filled out completely and without alterations. In the event of discrepancy between the Original and Copy of two documents, the original shall prevail.

18.5 The original and copy of the Bid shall be typed or written in permanent ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidders. All pages of the Bid must be initialed and stamped by the person or persons signing the Bid.

18.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by NBP, or as are necessary to correct errors made by the Bidders, in which case such corrections shall be initialed by the person or persons signing the Bid.

18.7 The Bidders shall indicate in the space provided in the 'Bid Form' their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.

18.8 The Bidders may retain a copy of the Bidding Documents as their file copy.

IB.19 Deadline for submission of Bid

19.1 The Bid, prepared in accordance with the instructions in the Bidding documents, uploaded on EPADS on or before _____ AM dated _____.

19.2 The Bid with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bid from any delivery point other than that specified above. The Bidders shall bear all expenses incurred in the preparation and delivery of Bid. No claims will be entertained for refund of such expenses.

19.3 The Bidder wishes to receive an acknowledgement of receipt of such Bid Security, it shall make a request for such acknowledgement in separate letter attached.

19.4 Upon request, acknowledgment of receipt of Bid will be provided to those making delivery in person or by messenger.

19.5 NBP may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with relevant clause of the Bidding Document, in which case all rights and obligations of NBP and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Manual Bid Submission/Late Bid

20.1 Bid should be uploaded on EPADS on or before _____AM dated _____. Manual submission of Bid shall not be accepted. Original Bid Security should be submitted at the given address in a sealed envelope, on or before bid submission deadline.

Divisional Head,
Procurement Division,
Logistics, Communications & Marketing Group,
National Bank of Pakistan,
Head Office, I.I. Chundrigar Road, Karachi
Ph.021-99220331/021-38902435

20.2 Delays in the mail, delays of person in transit, or delivery of a Bid Security to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its Bid will be accomplished either in person, by messenger or by mail as specified in the Bidding Documents.

IB.21 Modification, Substation & Withdrawal of Bids

21.1 Any Bidder may modify, substitute or withdraw its Bid on EPADS before bid submission deadline.

IB.22 NBP's Right to Reject

22.1 NBP may reject all Bids at any time prior to its acceptance of Bids as per PPRA Rule 33. NBP shall communicate grounds for rejection of all Bids to the Bidder upon request, however NBP shall not justify those grounds as per PPRA Rule 33.

22.2 NBP reserves the right to annul the procurement process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all Bids shall upon request be communicated to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

D. BID OPENING AND EXAMINATION

IB.23 Opening of Bid

23.1 NBP will open the Bids on EPADS.

23.2 Evaluation Reports will be published on EPADs, NBP and PPRA Websites.

23.3 NBP shall disqualify a bidder at any time if the information submitted by the bidder is found to be false and materially inaccurate or incomplete. NBP may also permanently or temporarily bar a bidder from participating in any procurement process/proceedings in case the bidder is found to be indulged in corrupt or fraudulent practices and/or unethical practices**.** This barring shall be notified and communicated to the concerned authorities. However, before barring an adequate opportunity of hearing shall be given.

IB.24 Clarification of Bids

24.1 Under Rule 31 of Public Procurement Rules. NBP may, at its discretion, ask any Bidder for clarification of its Bid to assist in the examination, evaluation, and comparison of Bids including breakdowns of rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by NBP in the evaluation of the Bids.

IB.25 Examination of Bids and Determination of Responsiveness

25.1 Prior to the detailed evaluation of Bids, NBP will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.

25.2 A substantially responsive Bid is one which

a. meets the Eligibility Criteria as appended in 'Bid Form' as given at Sr.10 on Page 32 of this Bidding Documents.
b. each page of the Bid has been properly signed and stamped.
c. is accompanied by the required Bid Security.
d. conforms to all the terms, conditions and requirements of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, NBP's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bid is not substantially responsive, it will be rejected by NBP, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.26 Correction of Errors

26.1 Bids determined to be substantially responsive will be checked by NBP for any arithmetic errors. Errors will be corrected by NBP as follows:

a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
b. where there is a discrepancy between the bid amount per resource and the line item total resulting from multiplying the bid amount per resource by the number of resource, the bid amount per

resource as quoted will govern, unless in the opinion of NBP there is an obviously gross misplacement of the decimal point in the bid amount per resource, in which case the line item total as quoted will govern and the bid amount per resource will be corrected.

26.2 The amount stated in the 'Bid Form' will be adjusted by NBP in accordance with the above procedure for the correction of errors and with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidders does not accept the corrected Bid Price / Amount, its Bid will be rejected, and the Bid Security shall be forfeited.

E. EVALUATION OF BIDS

IB.27 Evaluation of Bids

27.1 NBP shall conduct a comprehensive, fair, and impartial evaluation of the Bids received. The bid which fulfills the eligibility criteria S.No.5 and having lowest evaluated cost as per Financial Bid Proposal shall be declared as most advantageous bid.

27.2 NBP, at any stage of the Bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not, provided that reasons for such clarification are recorded in the evaluation report.

IB.28 Process to be Confidential

28.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising final evaluated prices against all the Bids evaluated. `

28.2 Any effort by Bidder to influence NBP's processing of Bids or award decisions may result in the rejection of such Bidder's Bid.

28.3 Direct or indirect canvassing, impelling, or influencing any representative of NBP for any purpose related to the procurement process is strictly prohibited and shall lead to immediate disqualification of the Bid/Bidder.

28.4 Any Bidder feeling aggrieved may upload the complaint on EPADS not later than Seven (07) days after the announcement of the final evaluation report. NBP shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders within ten (10) days after receiving the complaint. However, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Post Qualification of the Bidders

29.1 NBP shall determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

29.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidders. A negative determination shall result in disqualification of the Bid, in which event NBP shall proceed to the next Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

IB.30 Notification of Award

30.1 Prior to expiration of the period of Bid validity, NBP will notify successful Bidders in writing that its Bid has been accepted.

30.2 Without changing the cost and scope of services, NBP may negotiate with successful Bidders (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

30.3 The notification of award and its acceptance by the Bidders will constitute the formation of the Contract, binding NBP and successful Bidders till signing of the formal Contract.

30.4 Upon furnishing by the successful Bidders of a Performance Guarantee, NBP will promptly notify other Bidders that their Bids have been unsuccessful and return their Bid securities.

IB.31 Signing of Contract

31.1 Successful Bidders shall provide Letter of Acknowledgement and Integrity Pact within 03 (three) working days of receiving Letter of Acceptance issued by NBP.

31.2 NBP will send the successful Bidders the Contract in the form provided in the Bidding Documents, incorporating all agreements between the parties. The formal Contract between NBP and the successful Bidder shall be executed within 07 (Seven) days of the acknowledgement of the LOA by the successful Bidders.

31.3 The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 60 (Sixty) days of the Signing of Contract otherwise the contract may be awarded to the next lowest bidder. The successful bidder agrees not to contest the decision and actions of NBP taken in regard of allowing extension, acceptance performance guarantee and/or award of contract to the second lowest bidder.

31.4 It is the responsibility of Service Provider to timely execute contract and payment of Government Stamp Duty and registration charges (if any applicable) as per law of land.

IB.32 General Performance of the Bidders

32.1 NBP reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts. NBP may in case of consistent poor performance of any Bidders as reported by Service Users / Customers of the previously awarded contracts, interalia, reject its Bid.

IB.33 Integrity Pact

33.1 Successful Bidders shall sign and stamp the Integrity Pact provided in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million and submit according to clause IB.31.1. Failure to provide such Integrity Pact shall make such Bids non-responsive.

IB.34 Instructions not Part of Contract

34.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their Bids, which may not necessarily constitute part of the Bid or the Contract.

IB-35 Modifications of Bidding Document

35.1 NBP may modify the Bidding Document prior to the submission deadline, by issuing Corrigendum, which will be posted on NBP website and on EPADS.

35.2 NBP will make reasonable efforts to notify Bidders of modifications to the Bidding Document in a timely manner.

35.3 Notwithstanding this provision, the Bidder is responsible for ensuring that its Bid reflects any and all addenda issued by NBP prior to the Submission Deadline, regardless of when the Bid is submitted.

IB-36 Sub-Contracting

36.1 During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, company, organization etc. and shall exclusively perform the said Services itself.

2. Schedule of Requirement

Requirement of Fire Fighting & Safety Services for NBP Head Office Building, Karachi are as follows:

Fire Supervisor	Fire Fighters	TOTAL RESOURCE
01	30	31

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

3. Conditions of Contract

A. General Conditions

CC.1 Award of Contract

1.1 National Bank of Pakistan (herein after called NBP or the Bank) will award the Contract to the Bidders whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Most Advantageous Bid (hereinafter called 'Service Provider'), provided that such Bidders has been determined to be eligible in accordance with relevant provisions of the Bidding Documents.

1.2 Contract will be awarded in accordance with the reserved right to accept the most advantageous bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability whatsoever, or any obligation to inform the affected Bidder of the grounds for NBP's actions/decisions. The contract shall be governed and interpreted in accordance with relevant laws and by the Courts in Pakistan.

1.3 At the time the Contract is awarded, NBP reserves the right to increase the duration of Services/enhance the contract upto 15% as per Rule 42 (c) (iv) of Public Procurement Rules 2004.

1.4 After signing of the contract and submission of Performance Guarantee to NBP, the Service Provider shall deploy resources required as per NBP's requirement within 30 days of signing the contract.

1.5 The Service Provider shall raise monthly invoice to NBP against services provided (as per approved deployment of resources) in the first week of following month. The Service Provider shall provide NBP with documentary evidence for such deployment along with the invoice. No advance amount will be paid to Service Provider.

1.6 Any new, increase, decrease in regulatory payments (Taxes, Duties, Minimum Wages, EOBI, Social Security, Insurance, etc. by whatever nomenclature called) levied or promulgated by the Government during the currency of the contract may accordingly be adjusted by NBP vide payments made to Service Provider, however, at the sole discretion of NBP Management, provided that such payment/amount is justifiable and has direct bearing/impact on the services provided by Service Provider.

CC.2 Administrative Control

2.1 The Service Provider shall maintain supervisory & administrative control over its work force in order to control the activities of their provided staff/employees.

2.2 In case resources deployed by the Service Provider are found performing any activity other than the Fire Services, such performance of duty/act shall be considered as violation of this Agreement.

CC.3 Relationship Between Parties

3.1 The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or conflict of interest or relationship of principal and agent between the Parties.

3.2 Service Provider's workforce/deployed resources, personnel, staff, employees and/or agents deputed at the Bank in pursuance of the objects of this Agreement shall not hold themselves out to be personnel, staff, employee and/or agent of the Bank and/or any of Bank's subsidiaries or affiliates, nor shall they have any authority/right to bind in any manner.

3.3 Service Provider will have no authority to make statements, representations or commitments of any kind or take any other action binding NBP, except as specifically provided in the Agreement.

3.4 Service Provider shall restrict itself towards the scope of services as mentioned herein and will control and supervise its deployed resources. Service Provider or their resources are not authorized to perform any act beyond the scope of this Agreement and in case Service Provider or its employees are found involved in performance of any activities which are beyond the scope of the Agreement, the bank shall take no responsibility of any nature whatsoever.

CC.4 Governing Law

4.1 This Agreement shall be governed by laws of the Islamic Republic of Pakistan, included but not limited to government directives, court judgments, regulatory bodies, guidelines of the Bank management as well as the State Bank of Pakistan issued from time to time together with the Public Procurement Rules, 2004 / in vogue.

4.2 In case of failure to resolve the dispute the matter may be referred to the courts of competent jurisdiction of Karachi.

CC.5 Rights & Responsibilities

5.1 The mutual rights and obligations of the Parties in respect of provision of services herein are as follows:

a. The Bank shall make payments to the Service Provider in accordance with the provisions of this Agreement and after deduction of all the applicable taxes required under the relevant laws at the time of payment and holding retention money.
b. The Service Provider shall provide the said services hereunder in an efficient, competent and organized manner and will ensure that its deployed resources/employees deployed at the Bank for the pursuance of the objects of this Agreement, shall provide and maintain a high standard of performance and integrity. For avoidance of doubt, it is clarified that any and all such person deployed by the Service Provider at the bank shall directly be employed by the Service Provider and at all times shall be considered to be the employees of the service provider
c. The Service Provider shall at his cost and in its absolute discretion employ such person or persons as the Service Provider which deem fit to perform its contractual obligations under this Agreement.
d. The Service Provider shall maintain attendance record of all its employees engaged for provision of said Services under this agreement and present the same as and when required by the Bank or auditors.

CC.6 Sanction Compliance Check

6.1 In the light of Anti Money Laundering and Combating Terrorist Financing, Service provider shall share the detail of its owners, management and its work force before deployment for name screening/filtering process in compliance of security procedures of the Bank.

CC.7 Performance Guarantee

7.1 Service Provider shall be required to submit **PERFORMANCE GUARANTEE** for which the Bid has been accepted, equivalent to Five Percent (05%) of the Gross Payments to be made over 1 year.

7.2 The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 60 (Sixty) days of the Signing of Contract or such other reasonable time as may be allowed by NBP in its sole unfettered discretion without being bound to do so, keeping in view the factors causing delay in the submission of Performance Guarantee. Failure of the successful bidder

to submit the performance guarantee within the original /extended time-period shall make the contract voidable at the option of NBP and in such an event, the contract may be awarded to the next lowest Bidder. The successful bidder agrees not to contest the decision and actions of NBP taken in regard of allowing extension, acceptance performance guarantee and/or award of contract to the second lowest bidder.

7.3 Formula for calculating Performance Guarantee is as follows:
(Gross Payment to be made over the 1 year) x (% of Performance Guarantee)
For example:

Step 1:
PKR 1,000,000 (Aggregate Bid Amount) x 12 = (One year Gross Payment) PKR 12,000,000/=

Step 2:
PKR 12,000,000 x 05% (Guarantee Rate) PKR.600,000/=

7.4 Performance Guarantee shall be in the form of a "Bank Guarantee" only from a reputable 'A' rated Commercial Bank operating in Pakistan.

7.5 Failure of the Successful Bidders to comply with the requirements of Sub-Clause 7.2 of Clause CC.7, IB.31, IB.33, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

7.6 In case of non-submission of Performance Guarantee within 60 (Sixty) days from signing of contract, the contract may be awarded to the next lowest Bidder.

7.7 Performance Guarantee shall only be in Pakistan Rupees (PKR).

7.8 The Performance Guarantee shall be renewed immediately upon expiry each year and shall remain valid throughout the entire contract period.

7.9 Discharge of the Performance Guarantee shall take place within ninety (90) days after the completion of the contract.

7.10 If the contract is extended for further period after completion of the 3 years, the appropriate Performance Guarantee shall have to be given for that extended period.

7.11 No interest/mark-up/cost of funds will be payable by NBP on Performance Guarantee.

CC.8 Blacklisting

8.1 Under Rule 19 of PPR-2004, "The Bank reserves the right to blacklist Service Provider if he fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise or is found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.

8.2 Under Rule 19 of PPR-2004, following mechanism for debarment, from participating in procurement proceedings will be followed:

Mechanism of Blacklisting	a	NBP shall Blacklist and henceforth debar for participation in any public procurement or disposal proceedings for the period of ten years, if corrupt and fraudulent practice as defined in Public Procurement rules 2004 is established against the Bidder or the Bidders in pursuance of blacklisting proceedings; NBP shall issue show cause notice to Bidder or contractor to start the proceedings.

	b	NBP shall Blacklist and henceforth debar for participation in respective category of public procurement or disposal proceedings for a period of three years, if the Bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise. However, NBP shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration. NBP shall issue show cause notice to Bidder or contractor to start the proceedings.
	c	The show cause notice shall contain: (a) precise allegation, against the Bidder or contractor; (b) the maximum period for which NBP proposes to debar the Bidder or contractor from participating in any public procurement of NBP; and (c) the statement, if needed, about the intention of NBP to make a request to the Authority for debarring the Bidder or contractor from participating in public procurements of all the procuring agencies.
	d	NBP shall give minimum of seven days to the Bidder or contractor for submission of written reply of the show cause notice.
	e	In case, the Bidder or contractor fails to submit written reply within the requisite time, NBP may issue notice for personal hearing to the Bidder or contractor/authorize representative of the Bidder or contractor and NBP shall decide the matter on the basis of available record and personal hearing, if availed.
	F	In case the Bidder or contractor submits written reply of the show cause notice, NBP may decide to file the matter or direct issuance of a notice to the Bidder or contractor for personal hearing.
	g	NBP shall give minimum of seven days to the Bidder or contractor for appearance before the specified officer of NBP for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Bidder or contractor, if availed.
	h	NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	I	Blacklist the Service Provider with NBP and also inform the Public Procurement Regulatory Authority for further action according to Rule 19 of Public Procurement Rules 2004.

CC.9 Arbitration

9.1 The parties shall mutually resolve any dispute arising out of and in connection with the Contract within a period of 15 days. If mutual resolution of the dispute is not possible, the dispute may be referred by either party to arbitration under the Arbitration Act 1940.

9.2 Any dispute, arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the laws of the Islamic Republic of Pakistan.

9.3 The terms of the arbitration shall be as follows:

a. The number of arbitrators shall be 03 i.e. 01 to be appointed by each party, and 01 to be appointed by the two arbitrators duly appointed by the parties.
b. The seat or legal place of arbitration shall be Karachi
c. The language used in the arbitral proceedings shall be English.

CC.10 Signing of Contract

10.1 The Contract shall be signed by Chief Security Officer (CSO) of NBP on one side, and CEO/MD of Service Provider or the other duly authorized person on the other

CC.11 Termination of Contract (with or without cause)

11.1 The Chief Security Officer (CSO) with the approval of the competent authority at NBP shall be entitled to immediately suspend or terminate the Contract if:

a. Service Provider fails to meet the obligations given in contract, consistently fails to deliver satisfactory services, or there is a demonstrable deterioration in the ability of the service provider to perform the contracted service.
b. Service Provider materially or consistently breaches the contract and does not rectify the breach within a reasonable time.
c. Service Provider suffers (or is likely to suffer) an insolvency, liquidation, any such event or, undergoes a change in its management, ownership or control.
d. Service provider goes into receivership or judicial management whether in country or elsewhere.
e. Service Provider or its employees are found to be involved in any illegal, criminal, or unlawful activity.
f. There has been a breach of security or confidentiality, or breach of any relevant legal requirement and/or regulatory directive.
g. Where regulatory instructions require termination of Contract.

CC.12 Exit Formalities

12.1 Upon the expiry of contract or termination of this Agreement for whatsoever cause, deployed resources/employees of the Service Provider shall leave the premises and remove all or any material equipment etc., which belongs to the Service Provider but with the prior written approval of the Bank.

12.2 Any Bank official is not authorized to issue service certificate or receive or entertain request for any resignation from the representatives/workforce/staff of the Service Provider.

12.3 The Service Provider is sole responsible for exit formalities of their outgoing deployed resource as per their terms of employment with the Service Provider.

CC.13 Notices

13.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.

13.2 Either party shall notify the other to the other party hereto regarding change in its name, addressee or address for the purposes of the above sub-clause, provided that such notification shall only be effective on:

a. the date specified in the notifications i.e. the effective date for the change;
b. if no date is specified or the date specified is less than 5 working days after the date on which the notice is given, the date falling five working days after notice of any such change has been given.

CC.14 Compliance with Anti-Bribery Laws

14.1 Parties shall at all times comply with all applicable laws of Pakistan including but not limited to anti-bribery and anti-corruption laws and shall not, in the conduct of its business, engage in corrupt practices, and shall neither offer, pay, request or accept a bribes nor indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

CC.15 Non-Assignment

15.1 During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, Service Provider, organization etc. and shall exclusively perform the said Services itself.

CC.16 Severability

16.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

CC.17 Amendments and Modification

17.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by a duly authorized representative of the Parties.

CC.18 Counterparts

18.1 This Agreement may be executed in two (02) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

CC.19 Third Party Rights

19.1 The Service Provider shall not assign the benefit or burden of this Agreement to any other person, firm, Service Provider or entity which include sub-contract any of its duties, responsibilities or obligations hereunder

B. Specific Conditions

CC.20 General Warranties and Obligations

20.1 Service Provider shall provide requisite approvals, powers and authority to enter into a Contract with NBP, and also to perform and provide services to NBP as enshrined in the Bidding Document/Contract.

20.2 Service Provider shall be responsible for Total and Complete safety of the Premises (Land and/or Building) as entrusted by NBP.

20.3 Service Provider shall provide Verification/Character Certificate of its Resources from Police Station of the area and will be held entirely responsible for the character and conduct of Resources deployed at NBP.

20.4 Service Provider shall provide services with reasonable care and skill as per satisfaction of NBP, its management.

20.5 Service Provider shall deploy competent, qualified Resources to carry out the services as required by NBP.

20.6 Service Provider shall provide services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure its Resources have the skills and expertise required to perform / conduct their duties and provide service as per standards and timings required under the contract.

20.7 Service Provider shall replace immediately and without any delay such Resources that are found to be unfit / unsuitable for the job / services, as and when requested by NBP.

20.8 Service Provider shall comply with and adhere to rules and regulations related to Fire Safety, either enforced by NBP or NFPA.

20.9 Service Provider shall promptly notify NBP of any change in directorship or other managerial orders of the Service Provider or address and contact numbers of the firm.

20.10 Service Provider shall never act in a way which is prejudicial to NBP's interests or business.

CC.21 Deployment of Resources

21.1 Deployment of Resources shall be for NBP Head Office Building, Karachi and allied premises located at Karachi.

21.2 Any delay in deployment of resources (as per NBP's requirements) over the stipulated period of 30 days of signing the contract, will attract a penalty of five percent (5%) of the total monthly contract payment on daily basis, subject to maximum of the monthly contract payment. NBP reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by NBP to Service Provider, with this NBP also reserves the right to blacklist Service Provider and award the contract to the second or next lowest Bidder.

21.3 Service Provider will ensure provide services 24/7 round the clock on 8 hours shift basis detail as under:

a). Fire Supervisor

i. Should be at least Intermediate (preferably Science) having minimum Three (03) years experience in the relevant field.
ii. Having Leading Fireman Course from Civil Defense OR from recognized Institution in Pakistan.
iii. Preference to those having additional qualifications in Fire Protection & HSE

b). Fire Fighter

i. Should be at least Matriculate having minimum One (01) year experience in the relevant field.
ii. Having Fireman Course from Civil Defense.
iii. Preference to those having additional qualifications in Fire Protection & HSE

c). Shift/Deployment will be as under:

i). 1x Fire Supervisor	0800 hours to 1700 hours
ii). 10x Fire Fighters (at each shift)	0700 hours to 1500 hours (Shift-A) 1500 hours to 2300 hours (Shift-B) 2300 hours to 0700 hours (Shift-C)

- The Service Provider will not make any permanent changes in firefighting team without prior approval of Chief Security Office.
- To ensure replacement of temporary absentee with experienced firefighter.

21.4 Resources deployed at NBP shall not be less than 25 years or beyond the age of 55 years, and only those who are physically and mentally fit, don't have known medical impediments, and are adequately motivated towards professional disposition towards carrying out their duties. Further, resources should have ability to read and write Urdu, so that security protocol may not be compromised to grant permission to enter or restrict in case of written order.

21.5 Resources should have obtained training from recognized training institutes, medically fit, active, reasonably intelligent and alert. Service Providers may deploy Resources who have been hired under

the Service Provider's formal selection criteria and are adequately trained for Fire Fighting & Safety Services.

21.6 Service Provider shall be responsible to provide evidence sufficient to be compliant with pre-employment screening, references and any other requirement. Service Provider will conduct background check of their Resources and will intimate their details to local Police Stations on deployment of such Resources at NBP.

21.7 Service Provider shall be responsible for deployment of only those Resources whose verification have been conducted through Police, NADRA, in addition to complete screening of credentials before placing them at NBP Premises.

21.8 Service Provider shall be responsible to provide verified credentials of all its resources deployed at NBP premises and furnish following documents at the time of such deployment.

a. Attest Copy of Employment Letter & Employee's Card (carrying photograph of the resource) to be issued by the Service Provider.
b. Attested Police Verification Report of the resource.
c. Attested copy of CNIC of the resource issued by NADRA.
d. Employment Certificate of resource certifying minimum 06 months of service with Service Provider.
e. Attested copy of Training Certificate from relevant Fire Fighting/Civil Defence Training institute issued in favour of resource.
f. Original Medical and Physical Fitness Certificate of resource issued by concerned Govt. Hospital; such certificate shall be provided on biannual basis.
g. Proof of Residence and Proof of Education Background.

21.9 Service Provider shall ensure that its Resources deployed at NBP have never been involved in any criminal offence, or have been convicted, or using/possessing drugs/non-prescribed medicines/substance. To ensure the aforementioned, Service Provider shall be responsible to maintain complete medical record of its Resources and share with NBP as and when required.

21.10 No Resource will be allowed to perform Double Duty.

21.11 Service Provider will provide names & particulars of Reserve Resource to be deployed in case of absence/leave of an already deployed Resource, in order to avoid deployment of unknown Resource. This information to be given to the Chief Security Officer or Concerned Duty Officer.

21.12 Service Provider will ensure 100% presence of its Resources, whereby replacement for absent Resources will be provided by Service Provider immediately. A Resource who is found absent for 3 consecutive days will be replaced.

21.13 Resources should be proficient in Fire Fighting & Safety and able to undertake all duties including responding to fire emergencies, for safety of people and property, etc.

21.14 Service Provider shall hire/engage/employee its Resources deployed at NBP by meeting all obligatory/regulatory requirements including but not limited to Labour Laws, Minimum Wage, EOBI, Social Security, Gratuity, Uniform, Group Life Insurance, Indemnity & Fidelity Insurance, Health Insurance, etc.

21.15 NBP reserves the right to reject or disapprove any Resources who in its opinion is unsuitable for the providing relevant service and request Service Provider for immediate replacement.

21.16 NBP Management reserves the right to add or reduce the number of Resources according to the requirement. However, in case of major reduction or increase in number of Resources, two weeks' prior notice will be served to the Contract as far as possible.

21.17 Service Provider shall be responsible for timely disbursement of Salary Payments to Resources deployed in their respective Bank Accounts only (Salary payments to such Resources in cash shall not be allowed).

CC.22 Training & Uniform

22.1 Service Provider should submit certificates of training of the specialized skills for Fire Fighting to the staff proposed for deployment.

22.2 Resources will be issued proper Uniform in Khaki Color (2 x pairs per Resource). Following items will form part of uniform:

a. Good quality Shirts, Fluorescent Jacket (with the logo of the company) and Trousers.
b. Cap, Boot DMS along with socks
c. Company ID card

CC.23 Certifications

23.1 Service Providers must provide verification of the following for all Resources deployed at NBP and provide related documents to National Fire Protection Associates of Pakistan (NFPAP) or Fire Protection Association of Pakistan (FPAP). These certificates will be deposited to the concerned NBP official before inductions every year on or before 5th of January.

a. Full name of the individual.
b. Father's name of the individual.
c. Copy of computerized NIC of the individual with NADRA verification.
d. A passport size colour recent photograph.
e. Permanent Home Address of the individual in ancestral village/town/city, along with phone numbers if any.
f. Current residential address of the individual, along with phone number, if any.
g. Names, particulars, and related verification documents will be provided for all Resources to the concerned Branch.
h. Police Verification
i. Bank Account Details
j. Relevant verified Certificates as required in CC. 21.3

CC.24 Joint Checking

24.1 Checking will be conducted jointly by Security Officials of NBP and representatives of Service Provider, as per predetermined schedule. The team shall jointly check for shortfalls on account of attendance and any other criteria for checking. Joint Reports related to such visits shall be jointly signed by representatives of NBP and Service Provider, and submitted to NBP within 48 hours after the visit. Service Provider shall resolve any observation on an immediate basis without any delay.

24.2 Service Provider shall inform NBP related to any unwarranted situation or occurrence, which shall be communicated telephonically, on an immediate basis and without any loss of time, followed by a written report to NBP within twenty-four (24) hours of the occurrence.

CC.25 Penalties

25.1 Any breach by Service Provider of its warranties and obligations shall constitute a material breach of the Contract. In addition to NBP's rights, NBP shall be entitled to require Service Provider to:

a. Remedy the breach at its costs.
b. Pay for it to be remedied; or
c. Repay all amounts incurred or already paid for the defective services.

25.2 Service Provider shall be liable for the following penalties to be deducted by NBP from payments made to Service Provider. The Service Provider may pass amount of penalty to its Resource deployed at NBP.

a. not wearing company's uniform while on duty.
b. being absent from duty without an officially authorized replacement by the service provider.
c. sleeping during duty.
d. performing Double Duty.

CC.26 Indemnity

26.1 The Service Provider hereby agrees to indemnify and keep indemnified NBP and each of its employees, officers, directors, shareholders from an against any and all losses (direct or indirect), claims, rights, remedies, costs, expenses or proceeding of whatsoever nature brought or claimed by or on behalf of representatives or employees of the Service Provider against NBP or any of its officers, directors, shareholders arising out of any act, omission and/or negligence of the service provider and/or any of its (Service Provider's) employee/staff.

a. Service Provider undertakes to compensate the Bank of actual losses not exceeding Rs. 500,000/= (Rupees Five Hundred Thousand only) in respect of each occurrence, involving loss caused by representatives or employees of the Service Provider in respect of any asset including but not limited to, building, machinery, equipment.

b. Service Provider undertakes to compensate Rs.200,000 (Rupees Two Hundred Thousand Only) in addition to actual expenses towards medical treatment, however not exceeding Rs.500,000/- (Rupees Five Hundred Thousand only) in case of injury caused to representatives, employees, customers, visitors of NBP resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.

c. Service Provider undertakes to compensate Rs.500,000/- (Rupees Five Hundred Thousand only) in addition to actual expenses towards medical treatment, however not exceeding Rs.500,000/- (Rupees Five Hundred Thousand Only) in case of injury leading to permanent disability caused to representatives, employees, customers, visitors of NBP resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.

d. Service Provider undertakes to compensate Rs.500,000/- (Rupees Five Hundred Thousand Only) to legal heirs of representatives, employees, customers, visitors of NBP in case of death occasioned, caused by, resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.

e. Resources of Service Provider if found involved in immoral activities or financial corruption will be handed over to the concerned Law Enforcing Agency by Service Provider.

26.2 This indemnity shall not be affected in any way by any enquiry of investigation which NBP may have conducted into any matter and continue to bind Service Provider to maintain complete record for a period of three (3) years after the completion of services.

26.3 Resources of Service Provider if found involved in immoral activities or financial corruption will be handed over to the concerned Law Enforcing Agency by Service Provider.

CC.27 CONFIDENTIALITY, PRIVACY AND SECURITY OF INFORMATION

27.1 Except with the consent of NBP in writing, Service Provider shall keep and maintain all information related to NBP strictly confidential and not make use of any confidential information supplied by NBP other than to perform obligations under this contract, and shall impose the same obligations on its employees and other third parties.

27.2 All data and information coming to the knowledge of Parties during the course of this Agreement is confidential in nature and the Parties representatives, employees & personnel shall not use or attempt to use or permit any party to use such data/information or disclose/divulge such data/information to any third party except to authorized person by NBP.

27.3 The Parties, their respective representatives, employees and personnel shall be responsible for any loss; delay or inconvenience caused to the other Party by any act, omission or negligence with respect to disclosure of confidential information and such defaulting Party shall indemnify the other Party for the same. This is without prejudice to any other rights available to the Parties.

27.4 The Parties shall comply with all prevailing Regulations concerning data protection and confidentiality and notify the other Party immediately in the event of any breach of the Regulations, or confidentiality arrangements contained in this Agreement.

27.5 The foregoing provisions do not apply to data or information which:

a. at the time of disclosure has come into the public domain other than as a result of a breach of this Agreement; or
b. is lawfully in the possession of the disclosing Party and was not acquired directly or indirectly from the other Party hereto; or
c. Is required to be disclosed by applicable laws or regulation or the rules of any stock exchange.

CC.28 Independent Contractor

28.1 Service Provider and its employees/staff shall at all times function and be regarded as independent and not as an agent/employees/subsidiary of NBP and neither its employees nor its Resources shall have the right to represent or bind NBP to any third person including any Government department or agency or any other authority in any manner, whatsoever. The resources deployed by Service Provider shall not claim for any kind of service, regular service or otherwise, with NBP.

CC.29 Taxes and Duties

29.1 Service Provider shall be liable/responsible for all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Uniform, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & Fidelity Insurance, Training Miscellaneous Charges, or any other expense/cost borne by the Service Provider.

29.2 Record of all such paid Taxes/Charges/EOBI/Social Security, etc. shall be provided by Service Provider to the concerned NBP representatives if and when required.

CC.30 Access to Records

30.1 Service Provider during the currency of Contract, shall provide timely access to any or all information, records, data applications, databases/MIS, to NBP or any Government or Regulatory authority such as NFPA, SBP, etc.

30.2 Service Provider must ensure that NBP or its representatives/external auditors/SBP officials are allowed visits and access to relevant records. In the event officials of SBP is prevented, for whatever reason, from accessing the service provider or its records relating to outsourced function, SBP can direct NBP to discontinue the arrangements entered with the Service Provider.

CC.31 Liquidated Damages

31.1 If the Service Provider fails to provide the Services as such in case of three (03) continuous unsatisfactory performance claims/reports from user offices during any three (03) continuous months, the Bank reserves right to charge as liquidated damages, a sum equivalent to (0.5%) 'half a percent' of the contact value up to a maximum deduction of (10%) 'Ten percent' of the contract value. Once the maximum is reached, NBP may consider termination of the Contract pursuant to Clause CC.11 along with other remedies available under Public Procurement Rules 2004.

CC.32 Force Majeure

32.1 In the event of any war or Act of God, over which Service Provider has no control, the services shall forthwith be suspended until such circumstances shall have ceased subject to Service Provider forthwith notifying NBP to that effect in writing upon such suspension, and NBP shall not be liable to make any payment in respect of the period of such suspension; any sum already paid thereunder in respect of such period shall on the option of NBP be credited to the period following the resumption of the said services or refunded forthwith by Service Provider to NBP, as to be decided by NBP, provided that at any time during the period of such situation NBP shall also have the right to terminate this Agreement forthwith.

CC.33 Ultimate Beneficial Owners Information

33.1 Service Provider shall be liable/responsible for to provide information in compliance with S.R.O 592(I)/2022 of Public Procurement Regulatory Authority as per prescribe format in accordance with mentioned S.R.O.

CC.34 Regulator Instructions

34.1 NBP may terminate the agreement with the successful bidder immediately on the instructions of the State Bank of Pakistan.

34.2 All Regulatory directives of SBP shall be binding and applicable on the successful bidder.

CC.35 Business Continuity Plan (BCP)

35.1 Successful Bidder shall provide business continuity plan reflecting that it will remain in business till completion of contract/entire services to the satisfaction of NBP.

Financial Bid Proposal

Schedule of Requirement:

Fire Supervisor	Fire Fighters	TOTAL RESOURCE
01	**30**	**31**

Shift/Deployment will be as under:

i). 1x Fire Supervisor	0800 hours to 1700 hours
ii). 10x Fire Fighters (at each shift)	0700 hours to 1500 hours (Shift-A) 1500 hours to 2300 hours (Shift-B) 2300 hours to 0700 hours (Shift-C)

The Service Provider confirms its following Bid for the above mentioned BoQ:

S.No.	Category of Resources	Number of Resources	Bid Amount Per Resource Per Month (inclusive of all Taxes) (in PKR)	Total Bid Amount per month (inclusive of all Taxes) (in PKR)
	A	B	C	D = (B x C)
1	Fire Supervisor	1		
2	Fire Fighter	30		
Aggregate Bid Amount per Month (D1 + D2)				

Aggregate Bid Amount (in words) is given hereunder:
Rupees _____

Note: In case of awarding of contract, the successful bidder will be required to submit Performance Guarantee as following:

- *Formula for calculating Performance Guarantee is as follows:*
  (Gross Payment to be made over the 1 year) x (% of Performance Guarantee)
  For example:

  Step 1:
  *PKR 1**,0**00,000 (Aggregate Bid Amount) x 12 = (One year Gross Payment) PKR 12**,0**00,000/=*

  Step 2:
  *PKR 12**,0**00,000 x 05% (Guarantee Rate) PKR.60**0**,000/=*

We hereby confirm that above quoted rates are in compliance with all clauses as provided & .

Signed: _____
Name of authorized official:
Designation of authorized official:
Duly authorized to sign the Bid for and on behalf of: (Name of the Service Provider)
Date:

Past Experience / Contracts

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Current Eq. PKR]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]**
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _[insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount** **Currency**	**Exchange rate*** **(If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.