

Standard Bidding Document

CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR
HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS
INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON
(INCLUDING BRANCH), KARACHI (Contract tenure: Three years)
(Non-Consultancy Services)

National

Single Stage-One Envelope



July 31, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **National Bank of Pakistan (Engineering)** has reserved Funds for the procurement planned for FY **2026-27**. The **National Bank of Pakistan (Engineering)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)**” with the reference of “**P68261**”
2. The **National Bank of Pakistan (Engineering)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Bank Guarantee** 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/68261>**.
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, August 19, 2026 11:00 AM**. E-bids will be opened on the same day at **Wednesday, August 19, 2026 11:30 AM**. Manual submission

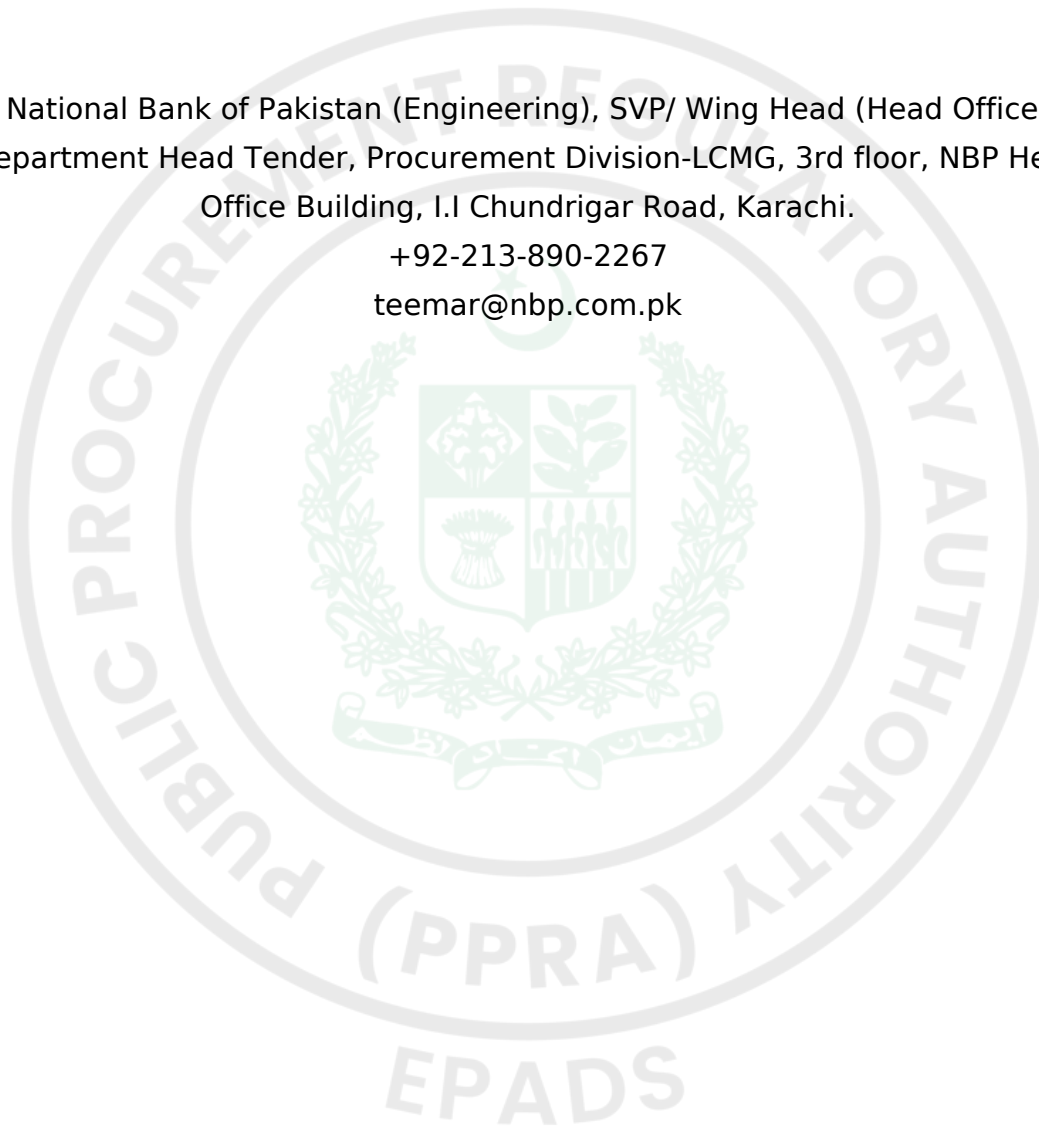
of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

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Instructions to Bidders

A. Introduction

1. Scope of Bids

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

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. Fraudulent & Corrupt Practices

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

4. Eligible Bidders

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

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

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

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

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

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

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

4.1.6.1. its professional conduct; or

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Qualification of the Bidder

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

B. Bidding Documents

6. Contents of Standard Bidding Document

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

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

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

Section VI Bidding Forms

Section VII Fraudulent & Corrupt Practices

Section VIII - Material & Non-material deviation

Section IX General Conditions of Contract (GCC)

Section X Special Conditions of Contract (SCC)

Section XI Contract Forms

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

7. Clarifications

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

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

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

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

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

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

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

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

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

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

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

bid:

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

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

8. Amendment of Bidding documents

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

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

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

11. Documents Establishing Eligibility and Qualification of the Bidder

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

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

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

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

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

12. Form of Bid

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

13. Bids Prices

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

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

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

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

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

14. Price Adjustment

14.1. Price adjustment shall not be applicable.

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

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.

15. Bids Currencies

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

16. Bid Validity Period

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

17. Bid Security or Bid Securing Declaration

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

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

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

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

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

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

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

18. Alternative Bids by Bidders

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

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

19. Withdrawal, Substitution, and Modification of Bids

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

20. Format and Signing of Bids

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

EPADS v2.0.

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee

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

23. Opening of Bids

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

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

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

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

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

24. Confidentiality

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

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

25. Preliminary Examination of Bids

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

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

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

25.1.3. is accompanied by the required securities; and

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

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

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

26. Examination of Terms and Conditions, Technical Evaluation

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

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

27. Correction of Errors

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

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

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

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

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

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

28. Conversion to Single Currency

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

29. Evaluation of Bids

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

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

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

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

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

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

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

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

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

30. Determination of Most Advantageous Bids

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

31. Abnormally Low Financial Bids

31.1. Procuring agency may reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

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

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

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

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

32. Rejection of Bids

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

33. Single Responsive Bid

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

34. Arbitration

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

F. Award of Contract

43. Criteria of Award

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

44. Procuring Agency's Right to reject All Bids

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

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

45. Notification of Award

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

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

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

46. Signing of Contract

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

47. Performance Guarantee

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

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

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

48. Corrupt & Fraudulent Practices

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

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

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

54. GRC Procedure

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

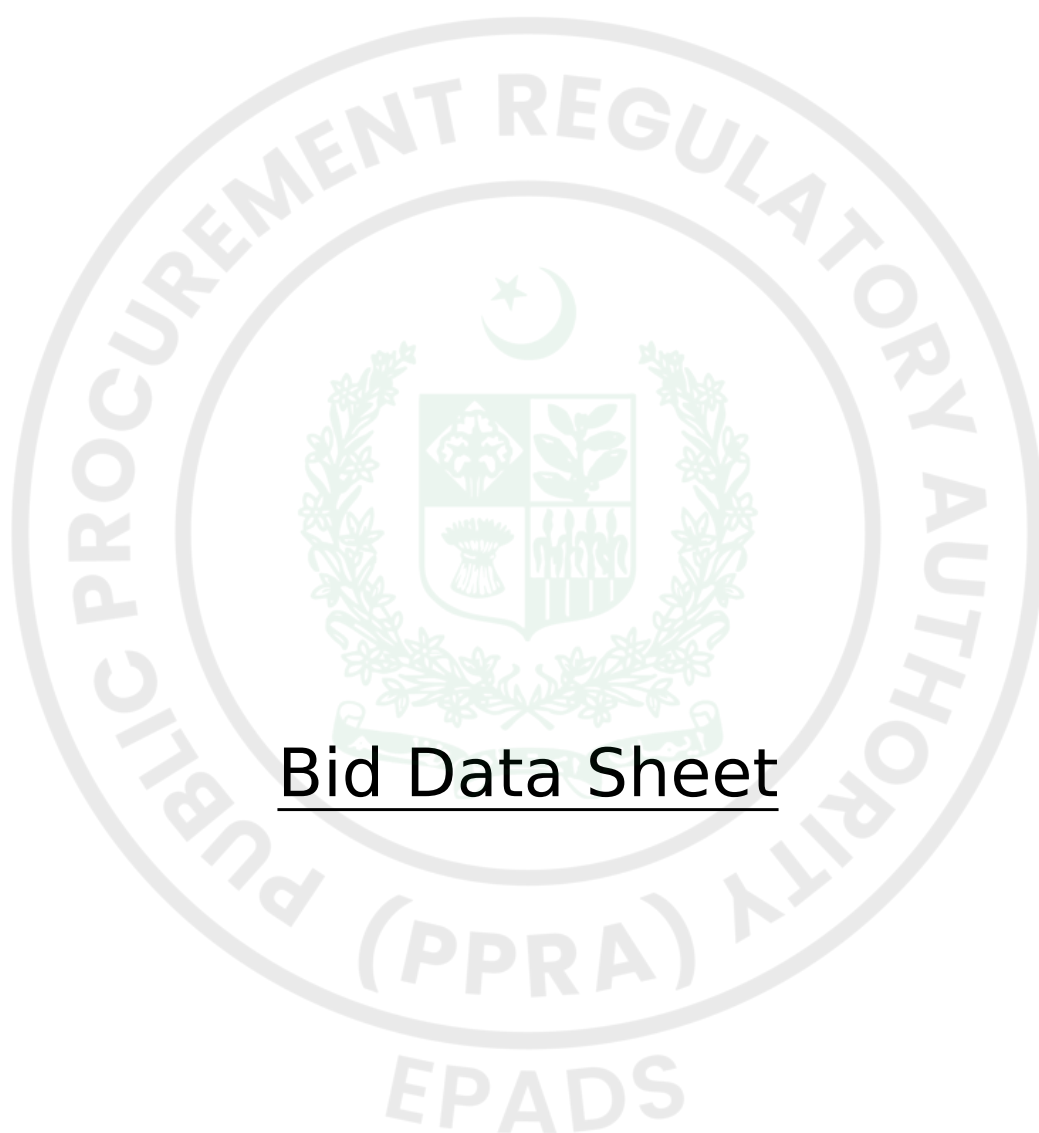
H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

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

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





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **National Bank of Pakistan (Engineering)**

The subject of procurement is: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)**

Expected commencement date: **Wednesday, September 30, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P68261**

BDS Clause Number 3

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

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

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, August 14, 2026

BDS Clause Number 5

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

BDS Clause Number 6

List of documents required along with the bid:

1. Evaluation Criteria and related documents as specified therein. (k) Undertaking/Affidavit for Non-Blacklisted Bidders. (l) Bidder Information (m) Schedule of Prices (n) Performance Security (o) Contract Agreement (p) Integrity Pact (applicable for Contracts worth more than Rs.10.0 M) (q) Declaration of Beneficial Ownership Information (applicable for Contracts worth Rs.50 M and above)

BDS Clause Number 7

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

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

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

see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

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

BDS Clause Number 13

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 14

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

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

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for $90+28 = 118$ days.

BDS Clause Number 16

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

D. Submission of Bids

BDS Clause Number 17

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

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, August 19, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day : **Wednesday**

Date: **Wednesday, August 19, 2026**

Time : **11:30 AM**

BDS Clause Number 19

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

F. Award of Contract

BDS Clause Number 20

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

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

21.

51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22

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



Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant	NADRA CITIZENSHIP (CNIC/NICOP)
Sole Proprietorship	FBR (NTN)
Partnership Firm	FBR (GSTN)
Company (Private Limited)	PEC
Company (Public Limited)	

Eligibility Criteria	Document
B-I BIDDER'S ELIGIBILITY	No
1 Bidder must be on Active Taxpayer List of FBR. FBR Online Verification Document	Yes
2 Bidder must have active status on Sindh Revenue Board (SRB) for Sales Tax on Services. SRB Online Verification Document	Yes
3 Bidder must have valid registration with Pakistan Engineering Council (PEC) in Financial Category C-6/O-6 or above with Specialization Code: ME-01 and 06. Valid PEC Certificate	Yes
4 No Conflict-of-Interest = Form of Bid as per format specified in Form B2 of Section V on Bidder's letterhead.	Yes

5 An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past and he will comply with related Govt. regulations. = Non-Blacklisted Affidavit/Undertaken as per format specified in SBD Form B4 of Section-V on Stamp Paper.	Yes
B-II BID RESPONSIVENESS	No
1 Bid Security in pursuant with Clause ITB. 22. = Bid Security Instrument to be uploaded on EPADS and Original to be submitted before Bid Submission deadline.	Yes
2 Authorization for the Signatory of the Bid in accordance with ITB Clause: 6.1 & 14.1(a). (Provided the Signatory of the bid is not the Owner/CEO/Proprietor etc. of the Company) = Duly Notarized Power of Attorney authorizing the Signatory of the Bidder to sign and submit the bid as per format specified in Form B1 of Section-V	Yes
3 Duly signed & stamped Bidding Documents. Complete= Bidding Documents, duly signed & stamped by the Signatory of the Bidder.	Yes
4 Bidder's Information = Bidder's Information as per format specified in Form B5 of Section-V.	Yes
B-III BIDDER'S QUALIFICATION	No
1 General Experience of the Bidder: Bidder should have minimum of five (05) years of operation & Maintenance Services experience for HVAC Chiller Plant. = Letter of Contract Award(s) or Contract Agreement(s) for the completed Annual Operation & Maintenance Services Contract establishing that bidder has been providing similar services since last five (05) years.	Yes
2 Particular Experience: The bidder shall have completed minimum two annual Contracts of for HVAC Chiller Plant (100Tr or above rating) during last three Years. = Letter of Contract Award or Contract Agreement for related & completed Annual Operation & Maintenance Services Contracts.	Yes
3 Presence of bidder in Karachi: Bidder should have its Main or Branch Office in Karachi. = Any printed letterhead of the bidder or any other document, showing complete address of such Office in Karachi.	Yes

4. Service Team: Bidder should submit details of its technical service team for maintenance & troubleshooting services. = List of technical employees/resources with related CVs, academic / professional / training certificates and experience certificates.

Yes



Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)	Address: KEHKASHAN BUILDING, CLIFTON KARACHI Schedule: 1095 Days Quantity: 1/job	1/job NBP	200000 PKR

Related Services :

Yes

Position	Related Services
CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)	OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH)

Services Specifications

Positions Without Lots :

Position: CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)

Specifications / Requirements:

APPENDIX - B TO BID PLANT & EQUIPMENT S.NO DESCRIPTION QTY 01 Electric Chiller @ 100 TR (Water Cooled) 1 No. 02 Chilled Water Pump Motor Sets with 15 HP Electric Motor 2 Nos. 03 Condenser Water Pump Motor Sets with 10 HP Electric Motor 2 Nos. 04 Cooling Tower 1 No. 05 Motor Control Centre (MCC) for Chiller & Cooling Tower 2 Nos. 06 Electric Distribution Board & MCC for AHUs 1 lot 07 Electric & Control Wiring etc. 1 lot 08 Piping Network for Chilled, Condenser & Drinking Water System including Valves, strainer, CFRV etc. 1 lot 09 Water treatment chemical dosing system 1 lot 10 Air Handling Units of Different capacities 7 Nos. 11 Air Distribution system with Diffusers, Grills, Dampers etc. 1 lot 12 Air Filters, Air Ventilation system etc. 1 lot 13 Split Acs Wall mounted 1.0 ,1.5 & 2.0 TR 35 Nos. 14 Floor Standing units (4.0 TR) 15 Nos. 15 Water Dispenser 15 Nos. 16 Refrigerator 8 Nos. Note: Any additional AC Unit to be installed & maintained thereafter will also be the responsibility of the bidder; without incurring any liability on NBP for any additional charges; whatsoever.

Scope of Work

A - SCOPE OF SERVICES & SERVICES SCHEDULE

A-1. Scope of Services

- 1.1 The Bidder shall be responsible for the continuous and uninterrupted management services of the complete HVAC System (Chillers, Pumps, Motors, Air Handling Units, Valves, allied piping and its complete electrical system) including plant room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service as well as Refrigerators, Water Dispensers and Standalone AC Units ("Standalone AC Units" means all type of Wall Mounted and Floor Standing AC Units). Details of Plant & equipment are given in Appendix A to Bid.
- 1.2 The spare parts and material required for continuous operation & maintenance services and for major repairs and annual service shall be provided by the NBP along with following: a) Electricity, Gas and water supply; b) Supply of Water treatment chemicals, paints & special lubricants or oils; c) Provision of suitable space for Bidder within or close to Plant Room with a telephone extension for easy communication with the concerned officials of the NBP; d) However, the Bidder must maintain at the premises necessary tools/equipment and Safety equipment required for said services as mentioned in sub section SOS.3.
- 1.3 The Bidder shall ensure that the HVAC plant is operated, maintained & serviced efficiently to avoid breakdowns during normal operation. The Bidder shall also ensure economical consumption of the materials & spare parts.
- 1.4 The bidder will be responsible for installing any new Standalone AC Unit or make replacement for any existing Standalone AC Unit; as and when required as per the instructions of NBP.

A-2. Operating Hours (Mon to Sat)

- 2.1 For Chillers and allied Plant machines/equipment/system Operation: 7:00 am to 5:30 pm For All type of Split Air-Conditioners Wall Mounted/Floor Standing Units): 9:00 am to 7:00 pm In case of any operation of Chiller Plant or AC Units and Refrigerators, Water Dispensers or maintenance/troubleshooting works etc. deemed necessary by NBP beyond the operating hours mentioned above or even on holidays; the Bidder will perform the desired services through its deployed staff (as proposed in Appendix C to Bid) or through additional resources; without incurring any additional charges.

A-3. Contract Staff

3.1 All personnel required for the operation, maintenance and troubleshooting of the Chiller Plant and AC Units etc. shall be technically qualified, trained and possess necessary academic and professional qualifications as specified in Clause 3.5 of this Section.

3.2 Sufficient numbers of qualified (and, if required, licensed) personnel to be deputed in different shifts (if needed) to perform the desired operations and maintenance services.

3.3 Contract Staff should comprise at least the following:

- 1. Chiller Plant Operator 01 No.**
- 2. Chiller Plant Helper 01 No.**
- 3. AC Technician 01 No.**
- 4. AC Helper 01 No.**

3.4 It is understood that the Service Provider would be an eligible bidder with specified experience and understands the magnitude of the desired operation & maintenance services and will accordingly consider sufficient numbers of the qualified Personnel for the deployment. However; if; during the pendency of the Contract, the Employer feels that deputed resources are insufficient to perform the desired services or any deputed Personnel is incapable; then the Service Provider will be liable to provide the additional

desired resource or make replacement; without any change in the Contract price.

3.5 The qualification and experience of the resources/personnel to be deployed shall be as under:

PROPOSED DESIGNATIONS QUALIFICATION EXPERIENCE

1. Chiller Plant Operator DAE in RACT/Mechanical Technology 03 Year Experience in relevant field OR Trade Certificate in RACT 07 Year Experience in relevant field
2. Chiller Plant Helper Matric 05 Years Experience in relevant field
3. AC Technician DAE in RACT 03 Years Experience in relevant field OR Trade Certificate in RACT 05 Years Experience in relevant field
4. AC Helper Matric 05 Years Experience in relevant field

A-4. Tools & Equipment (T&E) and material for Execution of Services

3.1 The Bidder shall bring and maintain all necessary T&E and Safety Equipment at site which are required for execution of services under the Contract. During pendency of the Contract, if NBP finds that the T&E brought by the Bidder is not sufficient and as per desired quality, the Bidder shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. The Contractor shall be responsible for the Supply & execution of the following for smooth Operation, Servicing and Maintenance and Overhauling of Equipment.

- **a)** All Staff required for the work included but not limited to the O&M Staff listed elsewhere in the documents.
- **b)** Filled Cylinders of Nitrogen, Acetylene, Oxygen Gases.
- **c)** All type of Refrigerant gases required for Standalone ACs, as and when required.

- **d)** Repairing of all types of PCB (Electronic) Cards for Standalone ACs, as and when required.
- **e)** All tools, Equipment & Safety Equipment, instruments including Scaffolding , All type Ladders, Chain Blocks, Megger, pedestal Drill Machines, Pipe Thread Making tools, Chemical Checking kit, De-Scaling Unit, Leak Detectors , Electric & Gas welding Sets , Vacuum Pump, Refrigerant Charging Manifolds, hand Planter, Solution Filtration Machine & other Tools required carrying out the Maintenance & over hauling work & repair work etc. of equipment.
- **f)** All miscellaneous items such as cotton waste, cloth, thinner, normal lubricants, Greases, Kerosene oil, Welding Rods, Brazing Rods, Fluxes, and Floor Polish etc. g) Repair, Gas & ARC Welding & paint work of any Existing hanger, support & brackets etc. h) Small testing workshop Facility at site.
- **i)** Leakage repair of Condenser & Coils for Packaged, split & AHUs.
- **j)** Refrigerant Charging, Vacuuming etc. for Standalone AC units and Refrigerators, Water Dispensers.
- **k)** Replacement work of Bearings for AHUs.
- **l)** To keep the plant rooms and spaces, equipment rooms and spaces, adjoining passages and cooling tower terraces neat & clean or cleaning etc. to be done every day. Note: The Faulty Parts shall be submitted to NBP store with Acknowledgement.

A-4. Special Equipment / machine and testing/diagnostic services

4.1 The Contractor will be responsible to arrange Filtration Machine for Solution (Lithium Bromide / Lithium Chromate etc.) filtration at its own cost as when required.

4.2 The Contractor will also be responsible to get the testing/diagnostic analysis of Solution done through OEM or OEM's authorized representative in Pakistan or from PSCIR; twice a year; at its own cost and expense.

B - DETAILS OF SERVICES

B-1 OPERATIONAL SERVICES

- 1.1 Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards.
- 1.2 Services for cleaning and general upkeep of Chillers, Pumps, motors, piping, allied valves, Electrical distribution plant room, and surrounding areas.
- 1.3 Dosing water treatment chemicals.
- 1.4 Removal and fixing of false ceiling as required by the Bidder for carrying out his work. The Bidder shall be responsible for making good any damage to the false ceiling framing and tiles.
- 1.5 Attending to phone calls and responding as necessary.
- 1.6 The temperature on each floor at different locations shall be recorded at least twice daily.
- 1.7 The equipment operational observation shall be recorded at suitable intervals.
- 1.8 A complete daily general Monitoring of the entire installation shall be carried out by the Bidder who will immediately convey any abnormality in HVAC Plant and Allied Equipment, as well as making immediate arrangements to set right such abnormalities.
- 1.9 Complete safeties monitoring of the HVAC Plant, Allied Equipment and electrical installations at least once a month during which the defective part(s) shall be replaced by new one(s), if required by Maintenance Team.
- 1.10 Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
- 1.11 Maintain and operate Chillers and its allied equipment (Cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves and allied piping) & all Standalone AC Units and Refrigerators, Water Dispensers.

- 1.12 Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition.
- 1.13 Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis.
- 1.14 Checking and testing the Plant for proper smooth services daily.
- 1.15 Immediate attend the Chillers and allied equipment in case of emergency.
- 1.16 Reporting to Bidder's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running conditions.
- 1.17 Cleaning the HVAC Plant along with disposal of waste material.
- 1.18 Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
- 1.19 Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric Switch gear of HVAC system including earthing system.
- 1.20 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

B-2 MAINTENANCE SERVICES

- 2.1 The periodical and preventive maintenance/service of the HVAC Plant and allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service manuals of the manufactures in presence of the Client's representative and details of these shall be duly entered in the daily log sheets/book. The Bidder shall complete the annual service, maintenance, repairs and service during this period so that the equipment is in full working order following service.

Checklists and reports for the services must be submitted to the NBP.

- 2.2 The Bidder shall attend maintenance or repair work of the HVAC plant and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to set right the service, or at any time due to exigencies/ emergencies and will provide services for smooth working in the minimum possible time. The Bidder shall inform the Client well in advance about any maintenance/repair/service work scheduled to be done by the Bidder after office hours or on holiday(s).
- 2.3 Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.
- 2.4 Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
- 2.5 Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plant.
- 2.6 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.
- 2.7 Providing assistance in painting of air devices, Pumps, pipelines etc.
- 2.8 Provide assistance in emergency situations.
- 2.9 Provide assistance in troubleshooting or repair and rectification work.
- 2.10 Resolution of fault of plants and allied equipment.
- 2.11 Any other work assigned by Engineer or NBP.

B-3 ELECTRICAL SERVICES

- Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center , apparatus control panel, power control wiring electric Switch gear of HVAC system including earthing system.
- Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plants.
- Checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

SUPERVISORY SERVICES

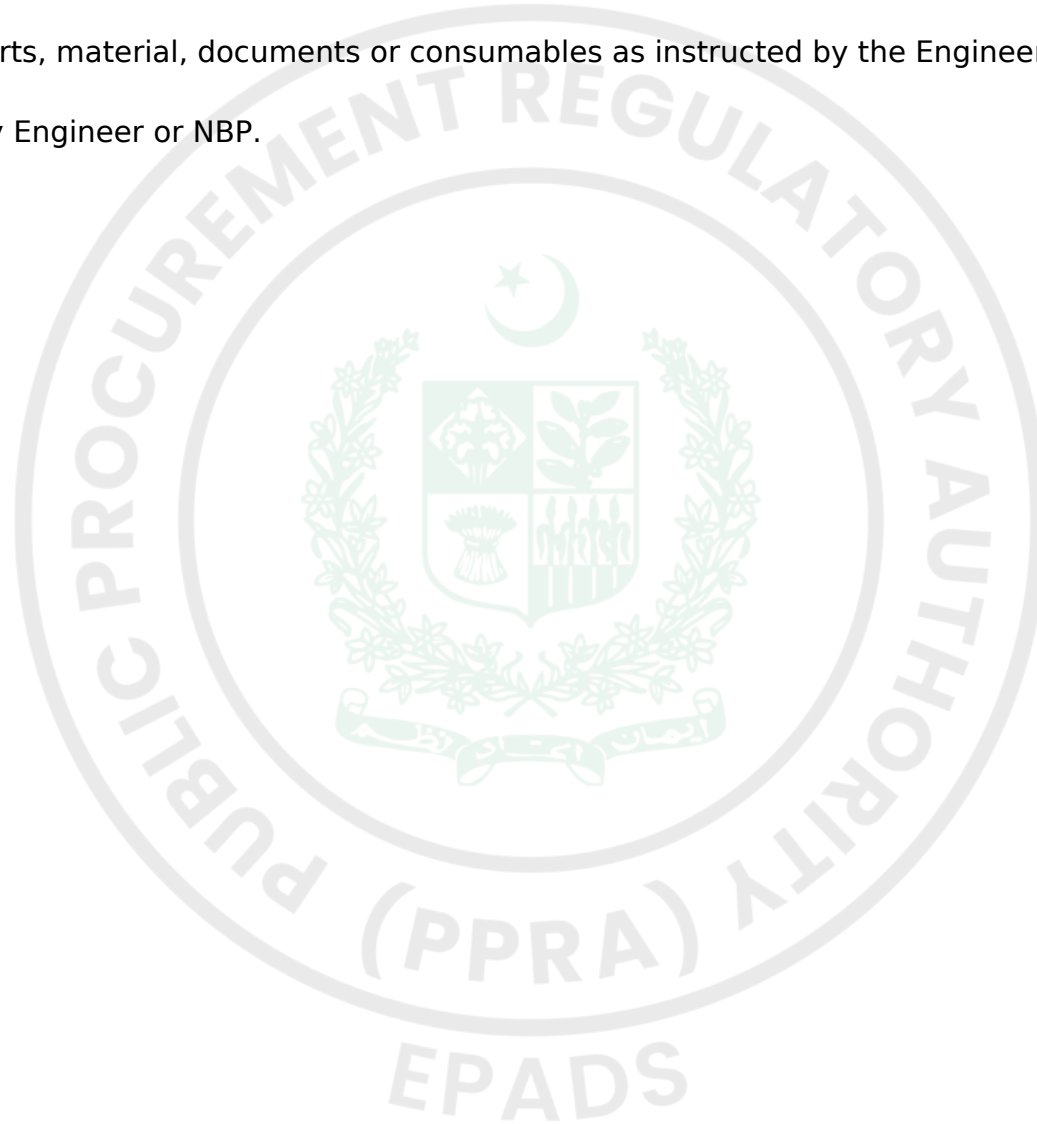
- Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.
- Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation and rectifying the same to facilitate smooth and uninterrupted operation.
- Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system.
- Supervision of activities and liaison with the Engineer and NBP's Staff in emergency situations.
- Supervision of inspection and maintenance activities necessary to maintain/repair all equipment in trouble-free and smooth operating condition.

- Continuous and uninterrupted service for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.
- Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment. Attending to phone calls and responding as necessary.
- Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
- Reporting to Client and Calling for external help in emergency situations and whenever necessary.

TECHNICAL SUPPORT SERVICES

- Providing assistance for inspection and maintenance activities; necessary to maintain the HVAC system in trouble free and smooth operating condition.
- Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system mentioned above in Clauses B-1, B-2 & B-3.
- Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched or has deteriorated.
- Providing assistance in painting of air devices, Pumps, pipelines etc.
- Provide assistance in emergency situations.
- Provide assistance in troubleshooting or repair and rectification work.
- Carry spare parts, tools or documentation between work sites.

- Smooth and uninterrupted services through periodical inspections and monitoring.
- Resolution of fault of plants and allied equipment.
- Going off-site to bring in parts, material, documents or consumables as instructed by the Engineer.
- Any other work assigned by Engineer or NBP.



Price Schedule

For Individual Positions

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

For Lots

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





General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. Applicable Law

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

3. Language

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

4. Notices

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

5. Location

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

6. Authorized Representatives / Authority of Member in charge

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

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

7. Effectiveness of Contract

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

8. Commencement of Services

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

9. Program schedule

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

10. Starting Date/Expiration Date

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

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

11. Entire Agreement

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

12. Modification

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

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

13. Force Majeure

13.1. Definition

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

13.2. No Breach of Contract

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

13.3. Extension of Time

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

13.4. Payments

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

14. Termination

14.1. By the Procuring Agency

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

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

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

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

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

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

14.2. By the Contractor

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

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

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

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

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

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

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

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

15.2. Law Applicable to Services

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

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

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

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

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

16.3. Prohibition of Conflicting Activities

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

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

17. Insurance to be Taken Out by the Contractor

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

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

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

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

19. Reporting Obligations

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

20. Liquidated Damages

20.1. Payments of Liquidated Damages

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

20.2. Correction for Over-payment

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

20.3. Lack of performance penalty

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

21. Performance Guarantee

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

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

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

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

22. Sustainable Procurement

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

D. Contractor's Personnel

23. Description of Personnel

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

24. Removal and / or Replacement of Personnel

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

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

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

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

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

26. Services and Facilities

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

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

F. Payments to the Contractor

27. Contract Price

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

28. Terms and Conditions of Payment

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

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

29. Quality Control Identifying Defects

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

30. Correction of Defects, and Lack of Performance Penalty

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

31. Settlement of Disputes Amicable Settlement

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

32. Dispute Settlement

32.1. Arbitration

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

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



Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Definitions

The Procuring Agency is: National Bank of Pakistan (Engineering), SVP/ Wing Head (Head Office) Department Head Tender, Procurement Division-LCMG, 3rd floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.

The Supplier is:

The title of the subject procurement is: CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years)

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 (Engineering), SVP/ Wing Head (Head Office)
Department Head Tender, Procurement Division-LCMG, 3rd floor, NBP Head Office Building, I.I Chundrigar Road, Karachi.
+92-213-890-2267
teemar@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 (Engineering), SVP/ Wing Head (Head Office)
Department Head Tender, Procurement Division-LCMG, 3rd floor, NBP Head Office Building, I.I
Chundrigar Road, Karachi.
+92-213-890-2267
teemar@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 Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.00%** to **0.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 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 F

Payment terms:

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

Number of GC Clause F

Identifying Defects:

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

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

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

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

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

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

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

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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



Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.: **P68261**

To: **National Bank of Pakistan (Engineering), SVP/ Wing Head (Head Office) 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 (Engineering), SVP/ Wing Head (Head Office) 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., **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (Contract tenure: Three years) (P68261)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

provisions of the contract at the times and in the manner prescribed by the contract.

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

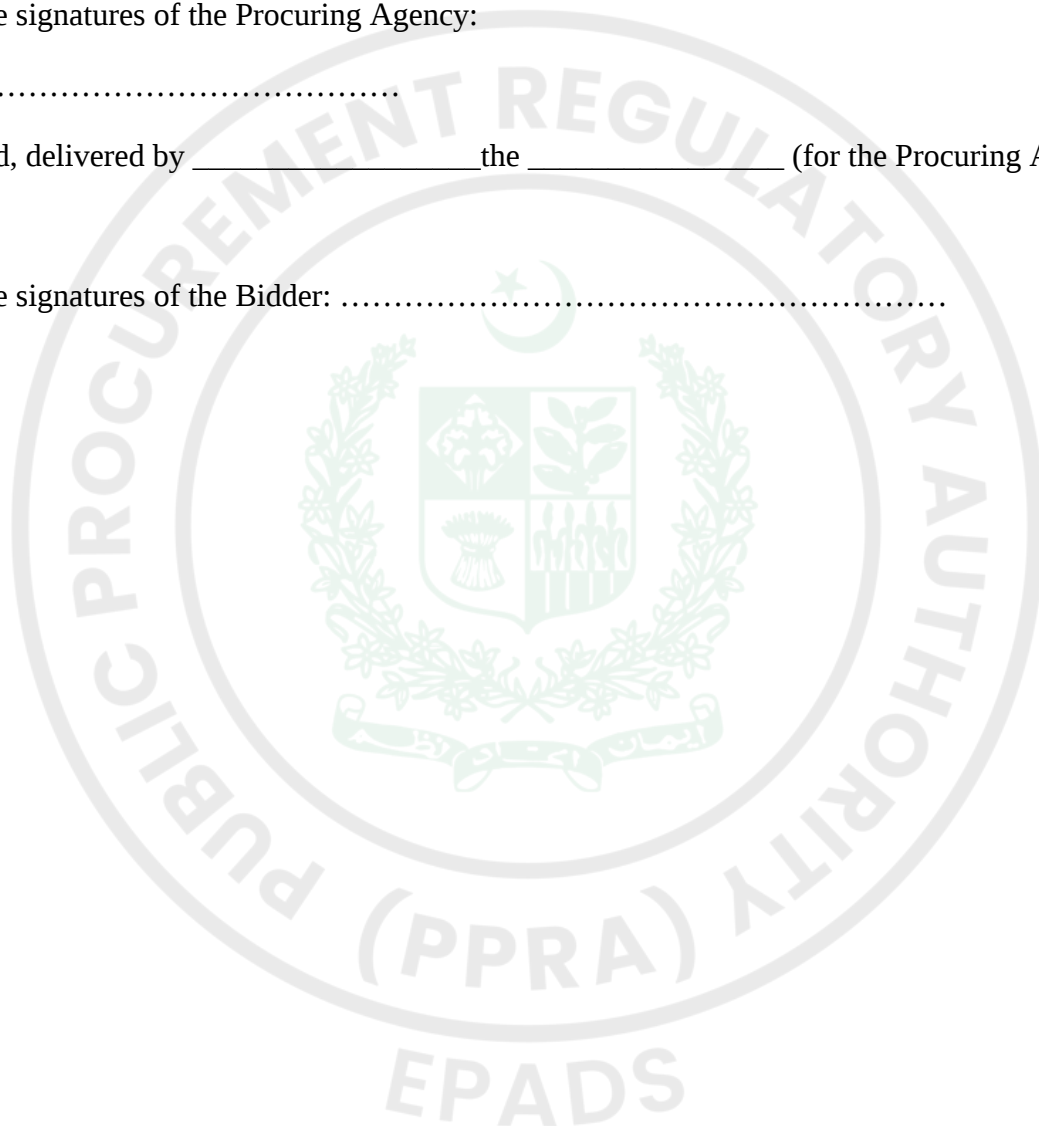
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

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

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **National Bank of Pakistan (Engineering), SVP/ Wing Head (Head Office) 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 Goods (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Annexure=I

Annexure-I

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annexure=I** (page number: 81)

Schedule of Prices

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Schedule of Prices** (page number: 168)

Evaluation Criteria

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Evaluation Criteria** (page number: 170)



Procurement Forms

Past Construction Experiences

Fill only below both mention forms

1. Form EXP - 4.2(a) (cont.) Specific Construction and Contract Management Experience (cont.)
2. Form EXP - 4.2 (c) Specific Experience in Managing ES aspects

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 171)

Contractor's Key Personnel Representative and Their Schedules

fill the form as mentioned requirement in SBD

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 177)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 181)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 182)

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

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 183)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 185)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 186)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 188)







Additional Forms and Documents



NATIONAL BANK OF PAKISTAN

**CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND
ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING,
CLIFTON (INCLUDING BRANCH), KARACHI**
(Contract Tenure: Three Years)

BIDDING AND CONTRACT DOCUMENTS

Bidding Opening Procedure: PPRA Rule 36 (a)

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
APPENDICES TO BID
STANDARD FORMS OF BID
SCHEDULE OF PRICES
GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT
FORMS OF CONTRACT
EVALUATION CRITERIA

Jun 2026


02 JUN 2025

(For the purpose of this tender, all references to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)

This completed Bidding Documents; along with Bid Security Instrument, Form of Bid, Eligibility Criteria documents and all necessary documents for the responsiveness of the bid as specified hereinafter; shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.







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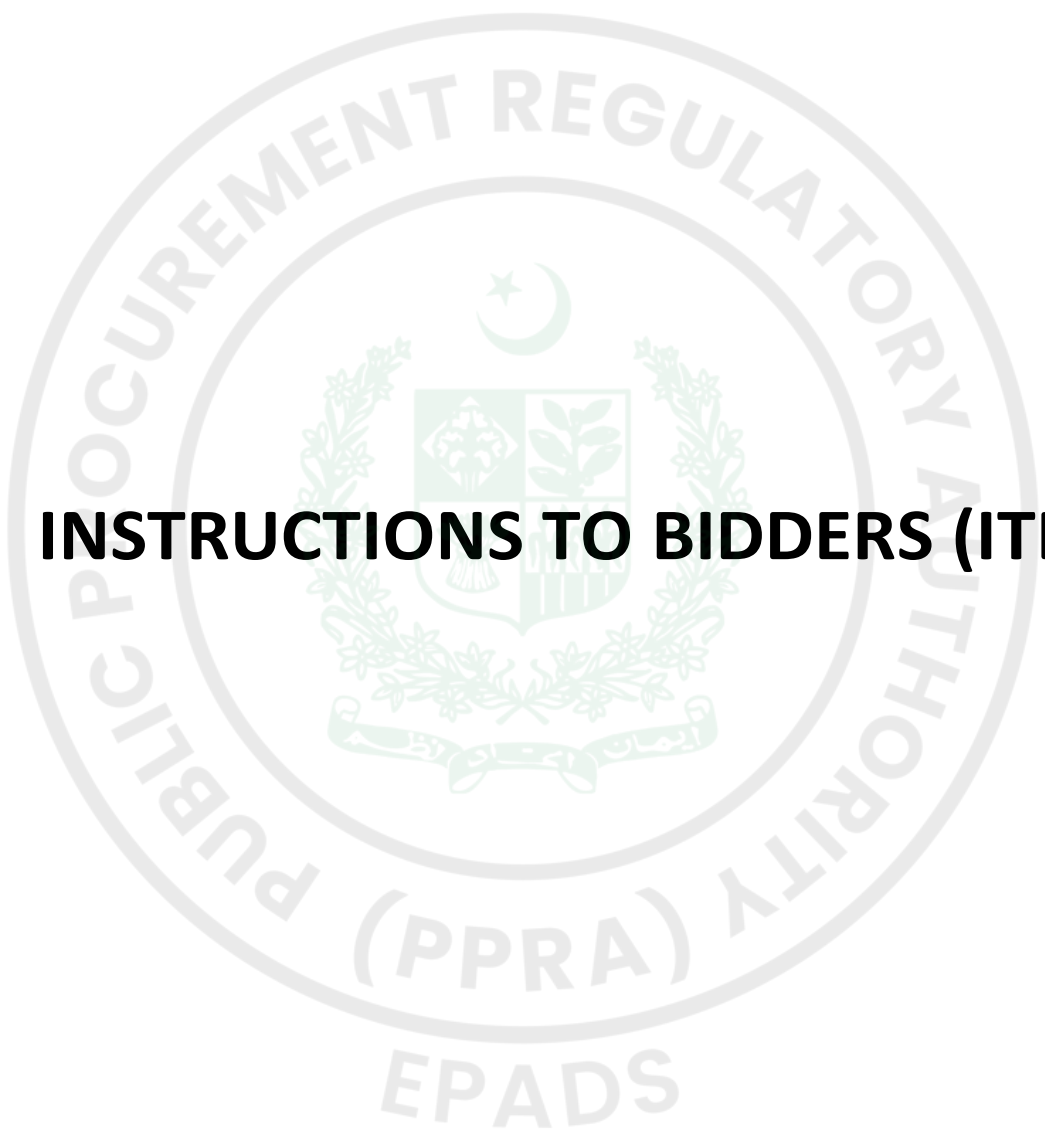
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INSTRUCTIONS TO BIDDERS (ITB)

A - INTRODUCTION**ITB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as “**the Employer**” invites Bids for the Services specified in the Bid Data Sheet (BDS) and consolidated details given in Appendix A to Bid - Scope of Services; of Section IV – Appendices to Bid; hereinafter referred to as the “Services”; at the location/area(s) as specified in the BDS; hereinafter referred to as “the Premises”.
- 1.2 Bidders must quote for the complete Scope of the Services. Any Bid not covering complete Scope of the Services will be declared as “non-responsive” and will be “Rejected” readily.
- 1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the “Most Advantageous Bidder”; to be declared in accordance to Clause ITB.35 will be expected to perform the Services for the Contract Tenure specified in the BDS.

ITB.2 Sources of Funds

- 2.1 The Employer has arranged funds from its own resources.

ITB.3 Eligible Bidders

- 3.1 The Invitation for Bids is open to all prospective bidders as per Sub Clause ITB 3.2; subject to any provisions of registration, incorporation or licensing by the respective national or provincial incorporating agency or statutory body established for that particular trade or business.
- 3.2 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Services.
- 3.3 Bidder should be registered with FBR (for Income Tax Purpose) and Sales Tax Department (for sales tax on services) with relevant Provincial Authority as specified in the BDS and should be on Active Taxpayers List of FBR and relevant Provincial Authority.
- 3.4 Bidder may be registered with Pakistan Engineering Council (PEC), if being specified in the BDS. In such case bidder will be required to have valid registration with Pakistan Engineering Council (PEC) in relevant Category and Specialized Code as specified in the BDS.
- 3.5 A Bidder may be ineligible if:
 - a) he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB 3.3 and 3.4 respectively;
 - b) he fails to submit an undertaking against blacklisting or debar as per Sample Form-B5 i.e. Form of Undertaking under Section-V i.e. Standard Forms of Bid.
- 3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
 - b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.
 - c) have controlling shareholders in common; or
 - d) receive or have received any direct or indirect subsidy from any of them; or
 - e) have the same legal representative for purposes of this Bid; or
 - f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
 - g) Submit more than one Bid in this Bidding process.
- 3.7 Bidders shall provide the Employer with evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.8 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably desire in the Eligibility or any Evaluation Criteria.

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ITB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid.
4.2 A bidder who submits or participates in more than one bid will be disqualified.

ITB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ITB.6 Authorized Signatory of the Bid

- 6.1 It will be the responsibility of the bidder ("Principal" as specified in the BDS); to act by himself or may authorize any other person(s) of its company to act as the Authorized Representative of the Bidder to sign the bid (i.e. Signatory of the bid). However, in such cases, necessary Power of Attorney, in pursuant to Sub Clause ITB 14.1 (a) for the Authorized Representative to sign the bid shall be issued by the bidder/Principal, containing all necessary information/credentials as given in the format-Form B1 of Section V and be attached with the bidding documents.
- 6.2 If the Authorized Representative of the bidder i.e. the Signatory of the bid is the "Principal" as specified in the BDS; then there is no need of any Power of attorney in pursuant to Sub Clause ITB 6.1. However, in either case; related documentary proof of the principal; establishing his legal rights/authority to act for and on behalf of the bidder; or to issue such Power of Attorney on behalf of the bidder; shall be submitted by the bidder. Moreover, if NBP is not satisfied with the documentary proof (if any) provided by the bidder; NBP may ask for substantial documentary proof; subsequent to bid opening; during the preliminary examination and evaluation of the bids.

ITB.7 Site Visit

- 7.1 The bidders are advised to visit and examine the "Premises" and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Services. All cost in this respect shall be at the bidder's own expense.
- 7.2 The bidders and any of their personnel or agents will be granted permission by Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his 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.

ITB.8 Sub-Contracting

- 8.1 Sub-Contracting is not allowed.

ITB.9 Bid Opening Procedure

- 9.1 Bids will be opened in pursuant to Rule 36 (a) of PPR-2004.

B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

10.1 In pursuant to Rule 23 (2) of PPR 2004, the Bidding Documents are those as stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB.12.2.

- (a) Invitation to Bids.
- (b) Instructions to Bidders (ITB)
- (c) Bid Data Sheet (BDS)
- (d) General Conditions of Contract (GCC)
- (e) Special Conditions of Contract (SCC)
- (f) Bid Security
- (g) Duly Notarized Power of Attorney for the Signatory of the Bid
- (h) Form of Bid
- (i) Appendices to Bid (A to B)
 - A-Scope of Services,
 - B-Plant Equipment
 - C-Proposed Management Plan to Perform Services
- (j) Evaluation Criteria and related documents as specified therein.
- (k) Undertaking/Affidavit for Non-Blacklisted Bidders.
- (l) Bidder Information
- (m) Schedule of Prices
- (n) Performance Security
- (o) Contract Agreement
- (p) Integrity Pact (applicable for Contracts worth more than Rs.10.0 M)
- (q) Declaration of Beneficial Ownership Information (applicable for Contracts worth Rs.50 M and above)

10.2 The number of copies of the Bid to be completed and submitted is specified in the BDS.

10.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda (if any), if they were not properly downloaded by the bidder from the PPRA's EPADS Portal or the bidder has failed to upload the completed bidding documents along with other necessary documents as specified in the bidding documents on the PPRA's EPADS Portal.

10.4 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or to submit a bid on PPRA's EPADS Portal not substantially responsive to the Bidding Documents; in every respect will be at the Bidder's risk and may result in the rejection of his bid.

ITB.11 Clarification of Bidding Documents & Pre-Bid Meeting

11.1 Any prospective bidder requiring any clarification(s) may notify the Employer in writing through PPRA's EPAD Portal. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing through PPRA's EPADS Portal to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the

submission date of Bids as prescribed in Notice for **Invitation for Bids**.

- 11.2 Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal; including a description of the inquiry, but without identifying its source; as per PPRA's policy.
- 11.3 If a Pre-Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for **Invitation for Bids**. The Bidder's designated representatives are invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements or any other aspects of the bidding documents. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 11.4 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.11.3, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on PPRA's EPAD Portal.
- 11.5 Any modifications to the Bidding Documents listed in Sub Clause ITB.10.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.12.
- 11.6 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA Website: <http://ppra.org.pk>.

ITB.12 Amendment of Bidding Documents

- 12.1 Before the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder or resulted due to discussions made during the pre-Bid meeting, modify the Bidding Documents by issuing addendum. Such amendments shall take precedence over the existing bidding documents.
- 12.2 Any addendum thus issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to Sub Clause ITB.12.1 and shall be communicated in writing or in any identified electronic form that provides record of the content of communication. The Employer shall promptly publish the Addendum at PPRA's EPADS Portal or at its Website: <http://www.nbp.com.pk>.
Provided that the bidder, who had already submitted their bid on PPRA's EPADS Portal prior to the issuance of any such addendum; shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline; provided the PPRA's EPADS Portal allow him to do so.
- 12.3 The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
- 12.4 To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for the submission of Bids, consistent with the provisions under Rule 27 of PPR-2004.
Provided that the Employer shall extend the deadline for submission of Bid, if such an addendum is issued within last number of days (as specified in the BDS) prior to the Bid submission deadline.



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C – PREPARATION OF BIDS

ITB.13 Language of Bid

- 13.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

ITB.14 Documents and sample(s) constituting/comprising the Bid

- 14.1 The Bid prepared by the Bidder shall constitute the components as given hereunder:
- a) Duly Notarized Power of Attorney for the Signatory of the Bid (containing all necessary information / credentials as given in Form-B1 of Section V); duly filled/completed, signed and stamped by the Bidder/Principal in pursuant to Sub Clause ITB 6.1;
 - b) Bid Security in pursuant to Clause ITB 22;
 - c) Form of Bid on Bidder's letterhead (as per format given in Form B1 of Section V); duly filled/completed, signed and stamped by the Signatory of the Bid in pursuant to Clause ITB 18;
 - d) All the necessary documents as specified in the Evaluation Criteria Section i.e. Section VI;
 - e) The completed Bidding Documents with all the Appendices, Forms, Schedule of Prices etc.; with each page; duly filled-in, initialed/signed and stamped by the Signatory of the Bid in pursuant to ITB 24;
 - f) Any other document/information; bidder feels mandatory to suffice the bidding documents or its qualification;

ITB.15 Sufficiency of Bid

- 15.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, for which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all its obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 15.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

ITB.16 Documents Establishing Bidder's Eligibility and Qualifications

- 16.1 It is established that Bidder's Eligibility and Qualification as stipulated in Invitation for Bids & Bidding Document must be fulfilled by the bidder.
- 16.2 Bidders having submitted a compliant bid in accordance to Sub Clause ITB.16.1 will be considered for award of work; provided its bid is declared as Most Advantageous bid pursuant to Clause ITB.35.

ITB.17 Documents Establishing Works' Conformity to Bidding Documents

- 17.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder may furnish such documentation; if he desires so.
- 17.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the bidding documents are intended to be descriptive only and not restrictive.

ITB.18 Form of Bid

- 18.1 The Bidder shall fill the Form of Bid; furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
- 18.2 No alterations to be made in the Form of Bid nor in the Appendices or Schedule etc. thereto except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.
- 18.3 The Form of Bid should be filled, signed and stamped by the Signatory of the bid pursuant to Clause ITB.6.1; otherwise the bid will be rejected pursuant to Sub Clause ITB.32.4.

ITB.19 Bid Prices

- 19.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.19 or exclusively mentioned hereinafter in the bidding documents.
- 19.2 The Bidder shall quote rates and prices for all items specified in the Scope of Services / Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.
- 19.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the Employer to the Bidder or to be paid by the Bidder itself) or liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 19.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as Non-Responsive and shall be rejected, pursuant to Sub Clause ITB.32.3.
- 19.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

ITB.20 Currencies of Bid and Payments

- 20.1 The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Employer would be in Pak Rupees as well.

ITB.21 Bid Validity Period

- 21.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.
- 21.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
- 21.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Sub Clause ITB.22.1 in all respects.
- 21.4 Bidders do not agreeing to an extension of their bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid Security.

ITB.22 Bid Security

- 22.1 The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; in the amount and currency as specified in the BDS in any of the following forms:
- a) A Payment Order/Banker's Cheque
 - b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section V (Standard Forms) of the bidding documents or any other amended format duly approved by the Employer prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.21.3. In either case, the form must include the complete name of the Bidder;
- 22.2 The Bid Security shall be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.
- 22.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non-responsive, pursuant to Sub Clause ITB.32.3.
- 22.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to Clause ITB.21. The Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid

Security document, after whichever of the following that occurs earliest:

- a) the expiry of the Bid Security;
 - b) the entry into force of a procurement contract and the provision of a performance security, for the performance of the contract if such a security, is required in the Bidding documents;
 - c) the rejection by the Employer of all Bids;
 - d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
- 22.5 The most advantageous Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 44, or furnishing the performance security, pursuant to ITB 42.
- 22.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bidvalidity; or
 - b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause ITB.33.2;
 - c) In the case of a most advantageous bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause ITB.42, or
 - (ii) Sign the Agreement, in accordance with Clause ITB.44.
- 22.7 In any event as specified in Sub Clause ITB.22.6, the Employer at his sole discretion may award works to second most advantageous bid.

ITB.23 Alternative Bids by the Bidder

23.1 Alternative bids are not allowed and will not be considered.

ITB.24 Format and Signing of Bid

- 24.1 The Bidder shall prepare one original and number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original bid shall prevail.
- 24.2 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 24.3 The original bid shall be typed or written in indelible ink; wherever required and shall be signed & stamped by the Signatory of the Bid in pursuant to ITB.6.1.
- 24.4 Except for the pages of the bid in pursuant to Sub Clause ITB 24.3 above, each and every other page of the bid shall be initialed and stamped by the Signatory of the Bid in pursuant to ITB.6.1.
- 24.5 All Forms, Appendices and Schedules to Bid are to be properly completed, signed and stamped by the Signatory of the Bid.
- 24.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Signatory of the Bid.
- 24.7 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the Signatory of the Bid.
- 24.8 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses & email address(s) at which notices may be legally served on them and to which all correspondence in connection to their bids and the Contract is to be sent.

D – SUBMISSION OF BIDS (Electronically through EPADS)

ITB.25 Sealing and Marking of Bids

- 25.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope, securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 25.2 The inner and outer envelopes shall:
- (i) be addressed to the Employer at the address specified in the Invitation for Bids; and
 - (ii) bear the identification number (i.e. Reference No. of Invitation for Bids posted on the Employer or PPRA Websites) and the title of the subject procurement or Project/Contract name, as the case may be and a Warning Statement i.e. “DO NOT OPEN BEFORE (time and the date of the Bid Submission Deadline)” specified in the BDS, pursuant to ITB 29.1.
- 25.3 In addition to the identifications required in pursuant to Sub Clauses ITB.25.2, the inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under Clause ITB.27.

ITB.26 Deadline for Submission of Bids

- 26.1 Bids shall be submitted through EPADS no later than the bid submission deadline specified in the Invitation for Bids.
- 26.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause ITB.12, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

ITB.27 Late Bids

- 27.1 The Employer shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB.26.1.
- 27.2 Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

ITB.28 Withdrawal, Substitution and Modification of Bids

- 28.1 Before bid submission deadline as prescribed in Sub Clause ITB.28.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative of the bidder.
- 28.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.28.1 and must accompany the respective written notice.
- 28.3 Original Bids requested to be withdrawn in accordance with ITB.28.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.29.3.
- 28.4 The withdrawn, substituted or modified Original Bids will only be handed over to the authorized representatives of the bidders in pursuant to Clause ITB.29.
- 28.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder’s forfeiture of its bid security, pursuant to Sub Clause ITB.22.6 (a).

E – BID OPENING AND EVALUATION

ITB.29 Opening of Bids

- 29.1 The Employer will open all Bids electronically through EPADS, in public, in the presence of Bidders' or their representatives who choose to attend and concerned Employer Officials / Tender Opening Committee at the place, on the date and at the time, specified in the Invitation for Bids.
- 29.2 The Bidders' representatives present shall sign an attendance sheet as proof of their attendance.
- 29.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out at bid opening.
- 29.4 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out and recorded at bid opening.
- 29.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out and recorded at the opening of the Bids. The Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bid, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 29.6 Other envelopes holding the Bids shall be opened one at a time, the Employer will open the Bids in public at the address, date and time specified in the BDS in the presence of Bidder's designated representatives who choose to attend and concerned Employer Officials / Tender Opening Committee.
- 29.7 The Bids shall be opened through EPADS one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; (c) the details of the offered bid price and (d) Any other details as the Employer may consider appropriate.
- 29.8 Bidders are advised to send in a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Bidder's representative shall indemnify the Employer against any claim or failure to read out the correct information contained in the Bidder's Bid.
- 29.9 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to Clause ITB.27.
- 29.10 The Employer shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 29.11 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- 29.12 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

ITB.30 Confidentiality

- 30.1 In pursuant to Rule 41 of PPR-2004, the Employer shall keep all information regarding the technical or final evaluation i.e. examination, clarification, evaluation and comparison of Bids and recommendation of contract award; confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the time of the announcement of the respective evaluation reports in accordance with the requirements of PPR- Rule 35.
- 30.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents,

bidding process and award of the contract to any person or entity without Employer's prior written consent.

- 30.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, the Employer may reject its bid and/or terminate the contract.
- 30.4 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.
- 30.5 Notwithstanding, Clause ITB 30.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

ITB.31 Clarification of Bids

- 31.1 To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
- 31.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of clarifications being sought with reference to the Eligibility or any Evaluation Criteria, the Employer will be the sole judge to ask any bidder to clarify any of its response and documents submitted against the said Criteria, provided that such response from the bidder containing clarification(s) or amended response(s) from the bidder should reflect its factual position at the date of submission of its bid to the Employer. No change in the substance of the Bid in pursuant with ITB.31.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the Employer in the evaluation of Financial Bids should be sought in accordance with Clause ITB.33.
- 31.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
- a) evaluation & qualification criteria.
 - b) required scope of work or specifications.
 - c) all securities requirements.
 - d) tax requirements.
 - e) terms and conditions of bidding documents.
 - f) change in the ranking of the bidder (provided Evaluation is based on certain ranking criteria)
- 31.4 Notwithstanding Clause ITB.30.4, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

ITB.32 Preliminary Examination & Determination of Responsiveness of the Bids

- 32.1 Prior to the detailed evaluation of Bids, the Employer will determine whether the Bid:
- a) is quoted for complete scope of Services and does not deviate from the scope in pursuant with Clause ITB.1.2 and Appendix A to Bid - Scope of Services under Section IV;
 - b) meets the eligibility criteria defined in Invitation to Bid and referred to in Clause ITB.3;
 - c) is accompanied with a valid Bid Security in pursuit with Clause ITB.22;
 - d) is submitted for specified Bid validity period in pursuit with Clause ITB.21;
 - e) is submitted with Bid prices firm during the currency of the Contract, if it is a Fixed Price Contract;
 - f) is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the Employer in the Bidding Documents in pursuit with Clause ITB.14;
 - g) is properly signed in pursuant with Clause ITB.24.;
 - h) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2. Employer's

determination of a Bid's responsiveness will be based on the contents of the Bid itself.

- 32.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
- a) affects in any substantial way the scope, quality, or performance of the Services.
 - b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidders obligations under the Contract; or
 - c) If rectified, it would affect unfairly the competitive position of the other Bidders, presenting substantially responsive bids.
- 32.3 Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 32.4 Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.
- 32.5 The Employer waives off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waivers do not prejudice or affect the relative ranking of any Bidder.

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

- a) Submit the number of copies of signed bids required in the bidding documents.
 - b) Furnish required information concerning the number of its employees.
 - c) Attach proof of some important elements (e.g., a quality standard), while it is stated in its bid that, they are in possession of such elements.
 - d) When a bidder does not "check a box" or omits to provide a confirmation Statement.
 - e) When a bidder does not include some specific self-contained piece of information that makes them miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a client etc.
 - f) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
- 32.6 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

ITB.33 Correction of Errors

- 33.1 Financial Bids of the Bidders as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:
- a. 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 Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b. 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
 - c. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to eliminate other errors.

- 33.2 The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited, in accordance with Sub Clause ITB.22.6.

ITB.34 Evaluation and Comparison of Bids

- 34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.32.
- 34.2 The submitted Bid will be evaluated on compliance based criteria as specified in the bidding documents.
- 34.3 The Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- a) *Making any corrections for the arithmetic errors pursuant to Clause ITB.33.*
 - b) *Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.*
- 34.4 The estimated effect of the price adjustment provisions of the Conditions of Contract (if any), applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.5 No other evaluation criteria or methodologies shall be permitted.
- 34.6 If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work or Services to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities / Schedule of Prices to demonstrate the internal consistency of those prices with the appropriate methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause ITB.42 be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

ITB.35 Determination of Most Advantageous Bid

- 35.1 The bid with the lowest evaluated price from amongst those, whose bidders are eligible and qualified, bids are compliant to applicable laws and other terms and conditions of the bidding documents and bids are accepted and declared as Substantially Responsive; shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".
- 35.2 Provided further that the Bidder is determined to perform the contract satisfactorily.

ITB.36 Post-Qualification of Abnormally Low Financial Bid

- 36.1 Where the Bid price is considered to be abnormally low, the Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:
- a) The Employer may reject a Bid if the Employer 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 (i.e. scope of the Services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract
 - b) Before rejecting an abnormally low Bid the Employer shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
 - c) The decision of the Employer to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
 - d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and



- e) An abnormally low Bid means, in the light of the Employer's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
- 36.2 In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:
- Comparing the bid price with the cost estimate.
 - Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids.
 - Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or any other Federal or Provincial Department / Organization / Agency.
- 36.3 The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.16.
- 36.4 The determination will take into account the Bidder's experience in the field. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
- 36.5 The Employer may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.
- 36.6 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Employer will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

ITB.37 Posting of Bid Evaluation Reports

- 37.1 Financial / Final Evaluation Report would be posted on the websites of the Employer and PPRA for at least fifteen (15) days, prior to award of Contract to the Most Advantageous Bidder.

F – AWARD OF CONTRACT

ITB.38 Criteria of Award

- 38.1 Subject to Clause ITB.37, the Employer will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.35.

ITB.39 The Employer's Right to Reject All Bids

- 39.1 Notwithstanding ITB.38, the Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to the acceptance of a bid under Rule-33 (1) of PPR-2004. The Employer shall upon request communicate to any of the affected bidders who submitted a bid, the grounds for rejection of all bids, but is not required to justify those grounds.
- 39.2 The Employer shall incur no liability, solely by virtue of invoking Rule-33 (1) of PPR-2004, towards the affected bidders who have submitted bids.
- 39.3 Notice of the rejection of all bids shall be given promptly to all affected bidders, who have submitted bids.

ITB.40 The Employer's Right to Vary Quantities at the Time of Award

- 40.1 The Employer reserves the right at the time of contract award to increase or decrease the quantity of Items originally specified in the Schedule of Prices or Scope of Services of the bidding documents provided this does not exceed by the percentage indicated in BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents and should be in line with the provisions of PPR-2004.

ITB.41 Notification of Award (Letter of Acceptance)

- 41.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.37, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid Validity Period in writing or electronic forms that provide record of the content of communication.
- 41.2 Such notification of Award will be made in a form of "Letter of Acceptance".
- 41.3 It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the "Letter of Acceptance"; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.
- 41.4 The notification of award i.e. "Letter of Acceptance" will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.
- 41.5 Upon furnishing of the Performance Security pursuant to Clause ITB 42, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.22.4.

ITB.42 Performance Security

- 42.1 After the receipt of the Letter of Acceptance, the most advantageous Bidder, within the number of days specified in the BDS or as stated in the Letter of Acceptance, shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the BDS.
- 42.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Employer may make the award to the next ranked Bidder or call for new Bids.

ITB.43 Disqualification Prior to Contract Signing

- 43.1 After issuance of Letter of Acceptance and before execution of the Contract Agreement with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive bidder; provided accepting this bid does not conflict with applicable laws.
- 43.2 For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard would be given to the bidder with the Most Advantageous bid.

ITB.44 Signing of Contract Agreement

- 44.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Security under the Conditions of Contract, or within number of days as specified in the Letter of Acceptance (if Performance Security is not required) issued in pursuant to Clause ITB.41; the Most Advantageous Bidder shall submit the Contract Agreement in a form and manner provided in the Bidding Documents, incorporating all agreements between the parties.
- 44.2 The formal Agreement between the Employer and the most advantageous bidder shall be executed within number of days as specified in the BDS; from the receipt of Contract Agreement from the Most Advantageous Bidder by the Employer.
- 44.3 Upon the most advantageous Bidder's furnishing of the Performance Security (if required) or after the signing of Contract, the Employer will discharge its bid security.
- 44.4 Immediately after the Redressal of grievance by the GRC (if there exist any), & after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Employer shall sign the contract

ITB.45 Advance Payment

- 45.1 The advance payment will not be provided in normal circumstances. However; if it is allowed; it would be categorically stated in the BDS and Special Conditions of Contract; subject to a maximum amount or percentage of Contract value as specified in the BDS.
- 45.2 Provided, an advance payment is allowed in pursuant with ITB.45.1; it will be released after receipt of an Advance Payment Security in a form of valid Bank Guarantee issued by any Scheduled Bank of Pakistan; in a format to be provided by the Employer after signing of the Contract Agreement.

ITB.46 Arbitrator

- 46.1 The Arbitrator shall be appointed by the mutual consent of both the parties as per the provisions specified in the Special Conditions of Contract.

ITB.47 Integrity Pact

- 47.1 Under Rule 7 of PPR 2004, the Most Advantageous Bidder should undertake to sign an Integrity pact in accordance with the prescribed format given in Form-C3 of Section X of the Bidding documents on its letterhead or with the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.48 Declaration of Beneficial Ownership Information

- 48.1 In pursuant to SRO. 592(I)/2022 of PPRA, the Most Advantageous Bidder should submit the "Declaration of Beneficial Ownership Information" in accordance with the prescribed format given in Form-C4 of Section X of the Bidding documents on its letterhead or with the Contract Agreement, provided that the Contract cost exceeds Rs. 50.00 million.

ITB.49 Overriding Effect of PPR-2004

- 49.1 Whenever in conflict with these bidding documents the stipulation of PPR-2004 (updated) shall prevail.

G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.50 Code of Conduct

50.1 The Employer desires that each bidder observe the highest standard of ethics during the whole procurement / bidding process and should avoid to engage in any corrupt and fraudulent practices as defined in Rule 2(1)(f) of PPR-2004; and is stipulated as under:

“Corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including, -

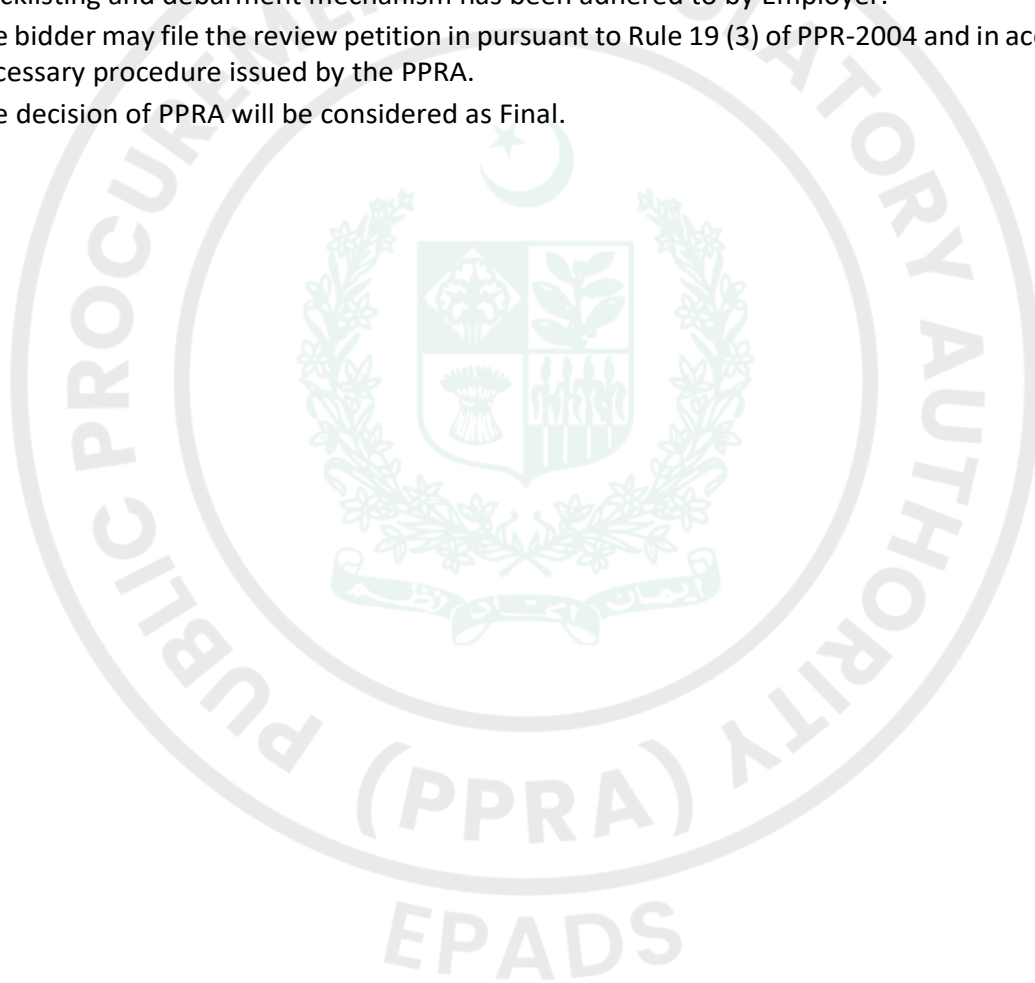
- a. **“Coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - b. **“Collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
 - c. **“Corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - d. **“Fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - e. **“Obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”
- 50.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.49.

ITB.51 Mechanism of Blacklisting

- 51.1 the Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- a. Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
 - b. 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.
- 51.2 The show cause notice shall contain:
- (a) precise allegation, against the bidder or contractor.
 - (b) the maximum period for which the Employer proposes to debar the bidder or contractor from participating in any public procurement of the Employer; and
 - (c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the bidder or contractor from participating in public procurement of all the procuring agencies.
- 51.3 The Employer shall give minimum of seven days to the bidder or contractor for submission of written reply to the show cause notice
- 51.4 In case the bidder or contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor, and the Employer shall decide the matter on the basis of available record and personal hearing, if availed.
- 51.5 In case the bidder or contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.



- 51.6 The Employer shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 51.7 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to the next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 51.8 The Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the PPRA.
- 51.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by Employer.
- 51.10 The bidder may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- 51.11 The decision of PPRA will be considered as Final.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

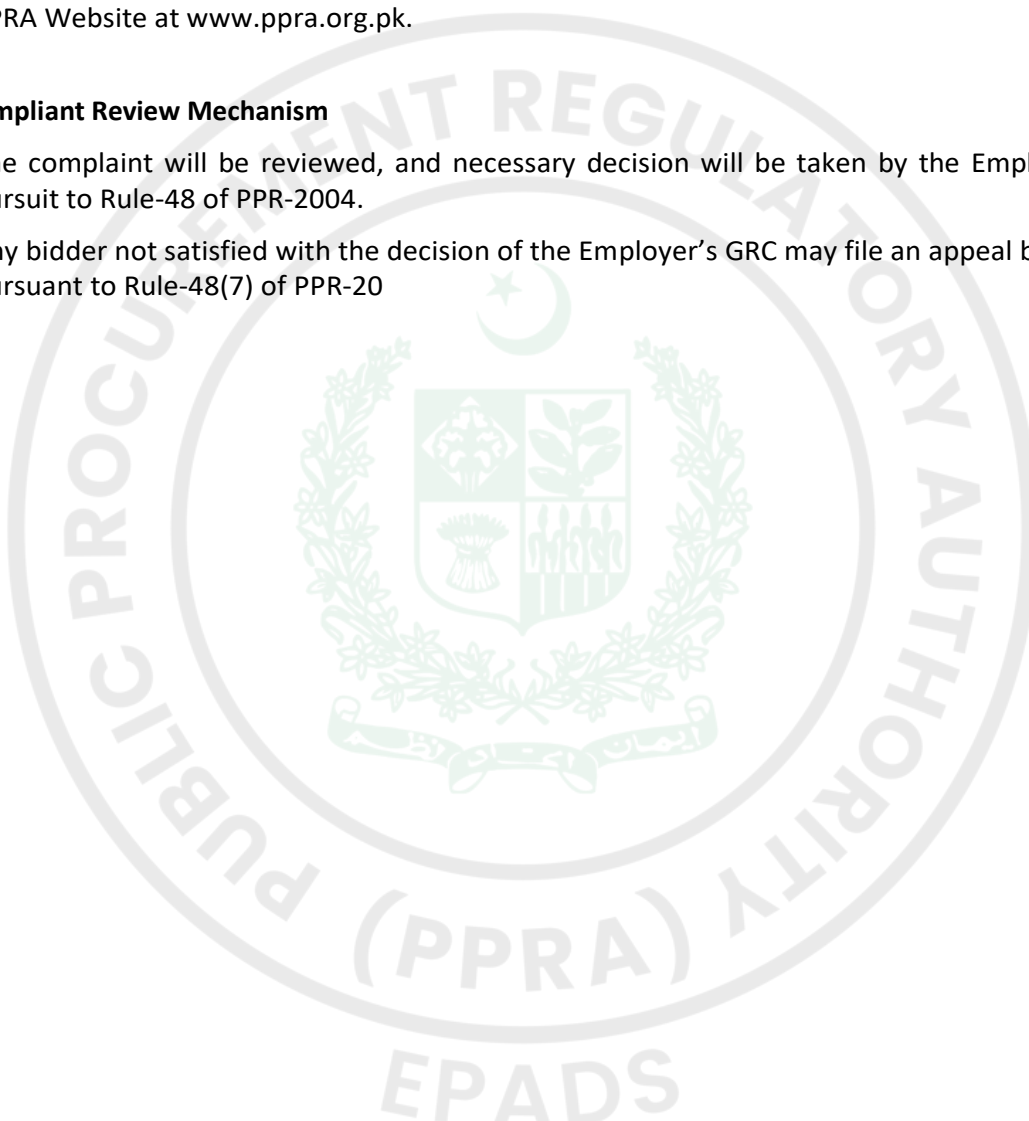
H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.52 Grievances Redressal & Compliant Review Mechanism

- 52.1 Any bidder feeling aggrieved by any act of the Employer or having reservation / complaint against any provisions (such as eligibility, qualification or Technical Bid Evaluation Criteria parameters or any other terms & conditions of the bidding documents) found contrary to the provisions of Procurement Regulatory Framework may file/lodge its written complaint in accordance to Rule-48 of PPR-2004 to Employer's Grievance Redressal Committee (GRC), details of which are given on PPRA Website at www.ppra.org.pk.

ITB.53 Compliant Review Mechanism

- 53.1 The complaint will be reviewed, and necessary decision will be taken by the Employer's GRC in pursuit to Rule-48 of PPR-2004.
- 53.2 Any bidder not satisfied with the decision of the Employer's GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-20



FOR NATIONAL BANK OF PAKISTAN

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SECTION-III
BID DATA SHEET (BDS)

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

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

Instructions to Bidders

Clause Reference

SUB SECTION A - INTRODUCTION

1.1 Name of Employer:

NATIONAL BANK OF PAKISTAN (NBP)

Brief Description of Services:

CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI

1.2 Premises:

NBP Kehkashan Building Clifton (including Branch), Karachi

1.3 Contract Tenure:

Three (03) Years

3.3 Tax Registrations:

Provincial Authority for Sales Tax on Services means "Sindh Revenue Board".

3.4 Pakistan Engineering Council Registration (PEC):

The bidder should possess a valid PEC License in C6 / O6 Category or above and Specialization Code of ME-01.

6.1 Authorized Representative:

Authorized Representative or the Principal is any lawful representative of the bidder such as CEO, Partner or Director or Sole Proprietor etc. having the legal capacity and entitlement to act on bidder's behalf and give authorization(s) and issue Power of Attorney to commit the bidder.

SUB SECTION B – BIDDING DOCUMENTS

10.2 Number of Copies with Original Bid to be submitted:

As per EPADS provisions (if any).

11.1 Means for Clarifications:

Through EPADS

No. of days within which bidder can seek clarifications in writing:

Five (05) days prior to deadline for submission of bids

No. of days within which the Employer can respond:

Three (03) days after receipt of bidder's request for clarification(s) in writing

11.3 Pre bid Meeting:

A Pre bid Meeting (if proposed) will be held at time, day and venue specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

12.4 Issuance of Addendum prior to the deadline for submission of bid; for extension of bid submission deadline:

Three (03) days

SUB SECTION C – PREPARATION OF BIDS

21.1 Period of Bid Validity:

One Hundred Twenty (120) days from the date of Bid Opening.

22.1 Bid Security:

Rs.200,000/- (Rupees Two Hundred Thousand Only), valid for a period of 28 days beyond the period of bid validity.

24.1 Number of Copies of the Bid to be submitted:

None



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FOR THE BIDDER

Instructions to Bidders

Clause Reference

SUB SECTION D – SUBMISSION OF BIDS

25.2 Employer's Address for the Purpose of Bid Submission:

Through EPADS and as specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

The Identification Number of Project / Contract:

PPRA Tender No: and NBP Tender ID: for Notice for Invitation posted on PPRA and NBP Websites respectively.

SUB SECTION F – AWARD OF CONTRACT

40.1 Quantities Variations:

Not more than 15% of related items.

41.3 Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:

Within three (03) working days from the date of receipt

42.1 Performance Security to be submitted by the Most Advantageous Bidder:

Yes, is to be submitted

Amount: 5% of the Contract Price

Validity: For a period of 28 days beyond the **Contract Tenure**; from the Date of issuance of such Security.

Format: As per format provided under Forms of Contract in Section IX)

Submission Date: Within Twenty One (21) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.

Form: Bank Guarantee issued by any Scheduled Bank of Pakistan.

44.1 Submission of Contract Agreement Form to Most Advantageous Bidder:

Within seven (07) working days or as mentioned in the Letter of Acceptance or the Employer; may ask the bidder in writing subsequent upon in receipt of the valid Performance Security from the bidder (if required in pursuant to ITB Clause 42.1 to submit the Contract as per format provided under Forms of Contract in Section IX.

44.2 Signing of Contract Agreement:

Within seven (07) working days after the receipt of Contract Agreement form the Most Advantageous Bidder.

45.1 Advance Payment:

No advance Payment is allowed



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

SECTION-IV
APPENDICES TO BID



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)



APPENDIX -A TO BID SCOPE OF SERVICES



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

A – SCOPE OF SERVICES & SERVICES SCHEDULE

A-1. Scope of Services

A-2. Operating Hours (Mon to Sat)

2.1	For Chillers and allied Plant machines/equipment/system Operation:	7:00 am to 5:30 pm
	For All type of Split Air-Conditioners Wall Mounted/Floor Standing Units):	9:00 am to 7:00 pm

A-3. Contract Staff

S. NO	PROPOSED DESIGNATIONS	QUALIFICATION	EXPERIENCE
01.	Chiller Plant Operator	DAE in RACT/Mechanical Technology	03 Year Experience in relevant field
		OR	
		Trade Certificate in RACT	07 Year Experience in relevant field
02.	Chiller Plant Helper	Matric	05 Years Experience in relevant field
03.	AC Technician	DAE in RACT	03 Years Experience in relevant field
		OR	
		Trade Certificate in RACT	05 Years Experience in relevant field
04.	AC Helper	Matric	05 Years Experience in relevant field

A-4. Tools & Equipment (T&E) and material for Execution of Services

Note: The Faulty Parts shall be submitted to NBP store with Acknowledgement.

A-4. Special Equipment / machine and testing/diagnostic services

B – DETAILS OF SERVICES

B-1 OPERATIONAL SERVICES

B-2 MAINTENANCE SERVICES

B-3 ELECTRICAL SERVICES

B-4 SUPERVISORY SERVICES

B-5 TECHNICAL SUPPORT SERVICES

C – FREQUENCY OF SERVICES

C-1 Frequency of Services for Plant Operation

1.1 Daily Services

- Check for the working of all electrical & mechanical components of the Plant Equipment.
- Maintain log sheets/logbook for daily operation.
- Any service or running repairs required during the operation of the plant.
- Cleaning of the equipment machinery and complete Plant Room and respective Premises area.
- Dosing of chemical for treatment of cooling tower and chiller feed water system

1.2 Weekly/ Biweekly/ Monthly Services

- Washing & cleaning air filters.
- Flushing and cleaning of strainers.
- Service of automatic and safety controls of equipment and system.
- Checking oil and other lubricant levels and changing.
- Checking of belt driven equipment and adjustment of belt tension and alignment.
- Checking water levels and controls valves.
- Changing of parts due to normal wear and tear when necessary.

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- Checking and adjusting all pressure and safety devices.
- Adjustment and lubrication/ greasing of bearings & glands of equipment.

1.3 Annual Services

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

C-2 Frequency of Services for Chillers

2.1 Daily Services

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

2.2 Monthly Services

- Checking Amperes, Performance and Abnormality of Refrigerant Pump, Vacuum Pump etc.;
- Confirmation of setting values of safety devices and control devices.
- Checking programming of Microprocessor.
- Refrigerant Blow down (If necessary);
- Checking all safety.
- Checking refrigerant level of chiller.
- Cleaning of Condenser fins if required.
- Monitor Set Points and safety cutouts of HVAC system.
- Monitor the HVAC system for refrigerant or Oil leakage.
- Flushing and cleaning of strainers.
- Monitoring of Valves for normal working.
- Inspection & Service of automatic and safety controls of HVAC system.
- Monitoring of oil and other lubricant levels and changing (if required);
- Changing of parts due to normal wear and tear when necessary.
- Monitoring and adjustment (if required) of all pressure and safety devices.

- Adjustment and lubrication / greasing of bearings & glands etc. of HVAC System.

2.3 Annual Services

- Pressure checking of Chiller with N2 (Nitrogen);
- Checking & Servicing of Refrigerant pump.
- Checking and Servicing of H.T/LT HVAC System Eliminators.
- Servicing of HVAC System.
- Flame Adjustment.
- Servicing Gas Line Strainer.
- Servicing of Diesel Line Strainer.
- Restarting of chiller with observation.
- Calibration of sensors (if found faulty will inform accordingly);
- Leveling Electrode.
- Vacuuming.
- Refrigerant Blow down (If necessary);
- Checking of all Temperatures, Pressures and Fluid level.
- Confirmation of setting values of safety devices and control devices.
- Checking all safety devices and adjustment if required.
- Service of control panel.
- Checking programming of Microprocessor.
- Checking and adjusting Inverter Programming.
- Checking Amperes and abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump;
- De-scaling of Absorber and Condenser with De-scalar.
- Neutralization with Neutralizer.
- Brushing with brushing Machine.
- Checking all safeties.
- Checking refrigerant and absorbent level of Chiller.
- Checking operation of burners with all safety.
- Monitoring of Compressor Oil and Recommendation for change if required.
- Monitoring of Electrical Terminals and tightening of loose connections.
- Assure that all bearings are lubricated.
- Monitoring the condition of the motor.
- Monitoring of Amperes of Pumps.
- Monitor and inspection for any abnormal noise;
- Monitor and adjust Spring Isolators, Changing of the same if required;
- Monitoring of Glycol of the HVAC system

C-3 Frequency of Services for Cooling Tower

3.1 Daily Services

- Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place;
- Inspection of Cooling Tower circulating water Circuit.
- Chemical Dosing.
- Checking of PH & TDS of cooling water circuit.
- Checking Ampere of cooling tower motor.

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- Fan Balancing & Adjustment if required.
- Checking float valve of cooling towers for proper operation or leakage

3.2 Weekly/ Monthly Services

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

3.3 Annual Services

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

C-4 Frequency of Services for Water Pumps and Motor Sets

4.1 Daily Services

- Checking the condition of the motor.
- Checking and securing all pump mountings.
- Checking Amperes of Pumps.
- Check and inspection for any abnormal noise.

4.2 Weekly/ Monthly Services

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

4.3 Annual Services

- Overall visual inspection.
- Assure that all bearings are lubricated.
- Inspection of bearings, drive, pulley & gland rope; adjust, repair or replace.

- Checking the condition of the motor.
- Checking Amperes of Pumps.
- Check and inspection for any abnormal noise

C-5 Frequency of Services for AHU

5.1 Daily Services

- Checking of any abnormality in normal operation condition;
- Checking & Servicing Filters.
- Humidity control.
- Checking Coil's condition.
- Checking Blowers and housing.
- Check the drain pan for smooth and proper flow of condensate.

5.2 Weekly/ Monthly Services

- Overall Visual Inspection.
- Checking & Servicing Filters.
- Inspection of Fan & Fan motors.
- Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure Gauges;
- Checking the driver's motor.
- Checking the drive and driven pulley alignment.
- Check the drain pan for smooth and proper flow of condensate.

5.3 Annual Services

- Overall Visual Inspection.
- Checking Coil's condition.
- Inspection of Fan & Fan motor.
- Checking Blowers, belts and Temperature & Pressure Gauges.
- Greasing of bolts & Motors; (upon requirement);
- Servicing Coils (upon requirement);
- Checking pipe work, pipe insulation.
- Checking the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

C-6 Frequency of Services for Split type & Floor Standing Air-Conditioning Units and Refrigerators, Water Dispensers

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

- Cleaning of Filter.
- Checking and cleaning Evaporator.
- Checking and cleaning of Condenser.
- Pressure Testing.
- Checking of abnormal noise of Complete ACs.
- Checking filters checking controls, thermostat.
- Check the drain pan for smooth flow of condensate.
- Checking the noise level.
- Checking the abnormal vibration.

C-7 Frequency of Services for Electrical Motors & Starters

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

FOR NATIONAL BANK OF PAKISTAN

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(Duly signed & stamped by the Signatory of the Bid)

- Cleaning, servicing and checking of all components.
- Tightening of wire/Cable connections.
- Cleaning & adjustment of contacts.
- Checking of earthing.
- Checking motor winding insulation;
- Replacement of bearings (if needed).

C-8 Frequency of Services for Electric Control Panels

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

- Checking and services of MCCB's; disconnect switches, fuses contacts, relays, overloads, cutouts & other safety devices.
- Tightening of wiring connections.
- Checking wiring insulation.
- Checking of earthing.

C-9 Frequency of Services for Air Distribution Systems

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

- Cleaning of air devices.
- Repairs of exposed ducts, duct insulation, jacketing and covering

C-10 Frequency of Services for Piping System Network

10.1 The Piping Systems shall be maintained and Operated based on the following regular checks and inspections.

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


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FOR THE BIDDER
(Duly signed & stamped by the Signatory of the Bid)

APPENDIX - B TO BID

PLANT & EQUIPMENT

S.NO	DESCRIPTION	QTY
01	Electric Chiller @ 100 TR (Water Cooled)	1 No.
02	Chilled Water Pump Motor Sets with 15 HP Electric Motor	2 Nos.
03	Condenser Water Pump Motor Sets with 10 HP Electric Motor	2 Nos.
04	Cooling Tower	1 No.
05	Motor Control Centre (MCC) for Chiller & Cooling Tower	2 Nos.
06	Electric Distribution Board & MCC for AHUs	1 lot
07	Electric & Control Wiring etc.	1 lot
08	Piping Network for Chilled, Condenser & Drinking Water System including Valves, strainer, CFRV etc.	1 lot
09	Water treatment chemical dosing system	1 lot
10	Air Handling Units of Different capacities	7 Nos.
11	Air Distribution system with Diffusers, Grills, Dampers etc.	1 lot
12	Air Filters, Air Ventilation system etc.	1 lot
13	Split Acs Wall mounted 1.0 ,1.5 & 2.0 TR	35 Nos.
14	Floor Standing units (4.0 TR)	15 Nos.
15	Water Dispenser	15 Nos.
16	Refrigerator	8 Nos.

Note:

- Any additional AC Unit to be installed & maintained thereafter will also be the responsibility of the bidder; without incurring any liability on NBP for any additional charges; whatsoever.


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FOR THE BIDDER
(Duly signed & stamped by the Signatory of the Bid)
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SECTION–V
STANDARD FORMS OF BID

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

Authorization for the Signatory of the Bid

(Duly Notarized Power of Attorney)

Notice for Invitation to Bid:

NBP Tender ID: _____ PPRA Tender No: _____

Tender Title: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

- a) Name of the Bidder: _____
- b) Nature of Bidder's Firm/Company [Sole Proprietor/Partnership Firm/Company etc.]: _____
- c) Registered Office Address: _____
- d) Registered Email Address and Phone Numbers: _____
- e) Name of Principal [a person; having a legal rights/authority to act for and on behalf of the bidder and to issue such Power of Attorney]: _____
- f) Legal Position in the Firm / Company: _____
- g) CNIC No: of the Principal: _____

In pursuant to Sub Clause ITB 6.1 of the bidding documents regarding Contract Works referred above, I; the lawful authorizer (Principal) named as above do hereby nominate **Mr./Ms.** _____; working as a/an _____ in our Firm / Company; bearing CNIC # _____; as our authorized representative to act as the Signatory of the Bid and to sign or initial and stamp the bidding documents including all the Forms, Appendices, Schedules, Technical Evaluation Criteria Section etc. as per instructions contained in the bidding documents.

Principal of the Bidder

Signature: _____

Official Seal: _____

Email Address: _____

Contact Number: _____

Nominated Signatory to Bid

Signature: _____ Initial: _____

Email Address: _____

Contact Number: _____

(The signatures and initials shall be in original (scanned and electronic signatures or initials shall not be acceptable))

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

Form of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

(The Bidder must prepare this Form of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

(Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

Date of Bid submission: [insert date (as day, month and year) of Bid submission]

Bid Reference: **PPRA Tender No:** [insert identification] **NBP Tender ID:** [insert identification]

Name of Project: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

To: National Bank of Pakistan:

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Special and General Conditions of Contract, Scope of Services and Schedule of Prices/BOQ and Addenda Nos. ____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan are submitting the bid and hereby offer to render our services and fulfil the obligations and such works and remedy any defects therein in conformity with the said bidding documents Addenda thereto (if any) for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents and declares as under:

1. We understand that all the Forms, Appendices, Schedules etc. attached hereto form part of this Bid.
2. We have examined and have no reservations with the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB.11);
3. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
4. We are hereby confirming NBP, to be the Appointing Authority, to appoint the adjudicator/arbitrator in case of any arisen disputes in accordance with Clause ITB.46.
5. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19;
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. _____ (In words: Rupees _____) as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the bid validity period.
7. We undertake, if we qualify and our Bid is accepted, we will perform the subject services for the time period as stated in Bid Data Sheet.
8. We agree to abide by this Bid for a period of 120 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We undertake, if our Bid is accepted, to execute and abide by the Performance Security referred to in Conditions of Contract for the due performance of the Services.
11. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.
12. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
13. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding

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Documents.

Dated this _____ day of _____, 2023

Signature _____

Name: _____

In the capacity of **Signatory of the Bid** duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals) with (Seal)

Address Witness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

Form of Bid Security

(Bank Guarantee to be issued from any Scheduled Bank in Pakistan)
(Over Stamp paper of worth as per Stamp paper Act)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Purchaser to insert its name and address]

No.: [Purchaser to insert reference number for the Request for Bids]

Alternative No.: [Insert identification No if this is a Bid for an alternative]

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

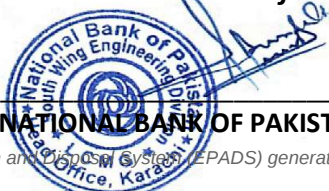
- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

UNDERTAKING / AFFIDAVIT

(To be submitted on Stamp Paper, duly filled, signed and completed in all respects)

Notice for Invitation to Bid:

NBP Tender ID: _____ **PPRA Tender No:** _____

Tender Title: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

I/We, M/s. _____, hereby undertake that
I/We, M/s. _____ shall comply with all
applicable Labor laws and other applicable laws which includes but not limited to the following:

- a) Payment of at least minimum wages/salaries/remuneration as notified by the Federal or Provincial Government.
 - b) Ensure EOBI/Social Security registration of its resources and regular payment of contributions.
 - c) Group Life and Medical Insurance.
 - d) Any other necessary Insurance Policy applicable for the Plant Staff against accidents; personal injury etc. as per applicable laws.
 - e) Casual, medical and maternity or any other leaves as per applicable laws.
 - f) Any other requirement as per applicable laws of the country.
- 1) I/We, M/s _____, shall issue appointment letters to our employees working under this contract in compliance of the above stated laws of Pakistan.
 - 2) I/We, M/s _____, declare that I/We have submitted an unconditional bid; have quoted for complete scope of works; have submitted a fixed price bid and have no reservations regarding any terms and conditions, eligibility or qualification criteria or technical evaluation criteria or scope of services or any other content or samples being provided in the bidding documents.
 - 3) I/We, M/s _____, understand and agree unconditionally that in case I/We, M/s _____ fail to abide by the above undertaking or any of terms of the Contract, NBP shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
 - 4) I/We hereby confirm and declare that I/We, M/s _____, have
 - a) neither been declared bankrupt or, in the case of Company or Firm, insolvent;
 - b) no payments in favor of the Bidder, suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
 - c) no legal proceedings instituted for involving in an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - d) neither convicted, by a final judgment, of any offence involving professional conduct;
 - e) neither violated the law of land of any country and recorded in any sanction list;
 - f) neither been blacklisted/debarred by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan under Rule 19 of PPR-2004 due to involvement in corrupt and fraudulent practices (as defined in Rule 2(f) of PPR-2004), or performance failure or due to breach of bid securing declaration nor sanctioned by National Counter Terrorism Authority (NACTA).

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

- g) neither blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 6) I/We hereby confirm and declare that I/We, M/s _____ have no conflict of interest in pursuant to Sub Clause ITB.3.7. However; if it is revealed at any stage during the bidding process or even if Contract is awarded to us; that there is any such conflict of interest in pursuant to Sub Clause ITB.3.7; it would be our obligation to promptly notify NBP in writing and withdraws our bid.
- 7) I/We hereby confirm and declare that I/We, M/s _____, with reference to similar nature of Contracts (for which, this undertaking is provided for) completed or in hand over the last five (05) years have following litigation(s) and arbitrations(s) pending or in effect:

(Give details of the related Procuring Agencies/Clients with nature of litigation(s) or arbitration(s) or otherwise; clearly mention that, there exists no litigation or arbitration with any Procuring Agency or Client)

- 8) Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Security and termination of the contract and NBP may blacklist our firm/company as per Rule-19(1)(a) of PPR-2004.

Signature of the Principal/Signatory of the Bid: _____

Name and Title of the Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

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FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

Bidder Information Form

(The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.)

Notice for Invitation to Bid:

NBP Tender ID: _____ **PPRA Tender No:** _____

Tender Title: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

1) Bidder's Name (*insert Bidder's legal name*): _____

2) Constitution or legal status of Bidder (*In pursuant to ITB3.2*): _____

3) Bidder's year of registration: (*insert Bidder's year of registration*): _____

4) Bidder's Registered Address in Pakistan: _____

5) Bidder's Representative (Signatory of the bid) Name; designation, address; telephone number and email address;:

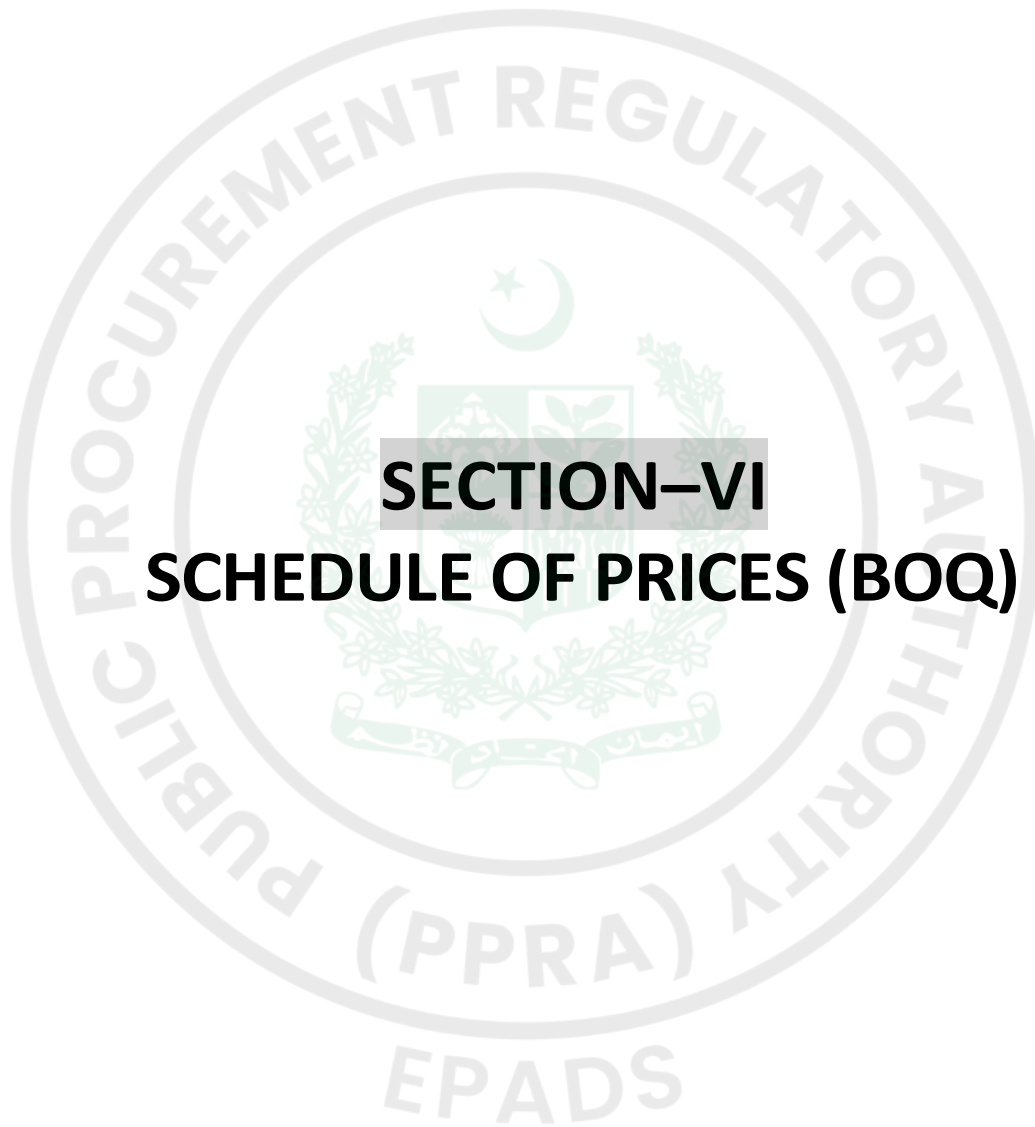
Attached are copies of original documents of (*check the box(es) of the attached documents*)

- ☐ Articles of Incorporation / Certificate of Registration (or equivalent documents of constitution or association), and/or documents of registration/establishment of the legal entity named above.
- ☐ Establishing that the Bidder is not under the supervision of NBP.
- ☐ Organization Chart of the bidder / company with list of Board of Directors/Management Staff etc.

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)



SECTION–VI
SCHEDULE OF PRICES (BOQ)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

Tender Title: CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).

SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)

The bidders must quote the rates for the complete Scope of Services specified in the Appendix–A to Bid of Section IV and in accordance with other terms and conditions mentioned in the bidding documents.

Sr. No.	Description	Monthly Fee (Rs.) (a)	Annual Fee (Rs.) (b) = (a) x 12
	Bid Price for the following Years:		
1.	For First (1 st) Year		
2.	For Second (2 nd) Year		
3.	For Third (3 rd) Year		
	Total Bid Price for Three (03) Years in (Rs.):		

(In words: _____ only)

Note:

1. All the applicable Govt./Provincial Taxes, EOBI Charges and Social Security Charges and liabilities including overheads, transportation charges etc. or other levies payable by the Bidder under the Contract as per Scope of Services, or for any other cause shall be included in the **total Bid price** submitted by the Bidder. (No variations in any context will be applicable during the Contract Duration).
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Since participating bidders are required to ensure compliance with relevant laws, NBP may ask any or all the bidders, whose financial bid will be opened for detailed breakup of financial bid to ascertain the economic viability.
4. While assessing economic viability, if NBP found that cost quoted by the technically qualified bidder is not workable to comply with the provisions of contract, NBP reserves the right to reject such bid/s.



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SECTION–VII
GENERAL CONDITIONS OF CONTRACT
(GCC) mentioned above Page # 49



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

A - GENERAL PROVISIONS

GCC.1 Definitions

- 1.1 Unless otherwise required by the context in which a defined term appears, the words and expressions whenever used in this Contract shall have the following meanings; hereby assigned to them:
- a) **"Affiliate"** means, any entity with respect to any Party, hereto; that is a direct or indirect parent or subsidiary of such Party or that directly or indirectly (i) owns a majority interest or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common Employer ship or control with such Party. For purposes of this Agreement, the Employer and Service Provider shall not be deemed to be Affiliates of each other.
 - b) **"Annual Maintenance Shutdown Period"** means the no. of days or period in Winter Season during which the Plant is shut down for Annual Maintenance.
 - c) **"Annual Services Fee"** means the total amount of Services Fee for a Yearly Period or twelve (12) months.
 - d) **"Annual Plant Availability"** means, the availability of the complete Chiller Plant System (excluding Standalone AC Units and Refrigerators, Water Dispensers) for the satisfactory operation and cooling of the premises on annual basis i.e. for any Yearly Period ; which is 365 days excluding the number of days of Annual Maintenance Shutdown Period in the Winter Season; as specified in the SCC or as being amended by the **Engineer** subsequently; provided the period for which Plant remains unavailable due to a Force Majeure; will not be considered.
 - e) **"Applicable Law"** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
 - f) **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Clause GCC.31 hereunder.
 - g) **"Authorized Representatives"** mean the representatives of the Employer or the Service Provider, who is responsible on behalf of the Employer or the Service Provider to take any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider, as specified in the SCC.
 - h) **"Authority"** means Public Procurement Regulatory Authority.
 - i) **"Confidential Information"** means any of the information being shared with the Service Provider including but not limited to; drawings, plans, ideas related to the premises or technical specifications of the Plant Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
 - j) **"Contamination"** means, the Hazardous Substances arising from the premises; that may require clean-up, removal, response or remediation under any applicable Islamic Republic of Pakistan Governmental Rule.
 - k) **"Contract"** means the legally binding written agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - l) **"Contract Tenure"** means the duration of the Contract as specified in the SCC, for which the Service Provider is bound to provide desired Services in pursuant to Section - "Scope of Services".
 - m) **"Contract Price"** is the total amount for the Contract Tenure as stated in the Letter of Acceptance.
 - n) **"Day"** means a Gregorian Calendar Day, unless indicated otherwise.
 - o) **"Effectiveness of Contract"** means the date on which the Contract agreement is signed between both the parties.
 - p) **"Effective Contract Date"** is the date; since when the period of the Contract will be effected / started as shown in the Letter of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC.3 ; to provide desired Services in accordance with the terms and conditions set forth in the Contract.
 - q) **"Engineer"** means the authorized person notified by the Employer to act as the Officer In-Charge for the purpose of the execution of the "Services" under the Contract and named as such in SCC.
 - r) **"Expiry Contract Date"** is the date; on which the Contract will be ceased to be effective / expired as shown in the Letter of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions set forth in the Contract.
 - s) **"First Yearly Period"** means twelve (12) months period of First Year of Contract commencing from the Effective Contract Date.
 - t) **"Force Majeure"** means an unforeseeable event, condition or circumstance which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of



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the Party and which could not have been avoided by due diligence and use of reasonable efforts and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances and includes, but is not limited to, war, insurrection or riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or adverse weather conditions or other nature calamity or act of God, strikes or other labor disputes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- u) **"Government"** means the Government of the Islamic Republic of Pakistan.
- v) **"GCC"** mean the General Conditions of Contract contained in this section.
- w) **"Operating Hours"** mean' the duration for which the Plant shall be operated and maintained by the Service Provider shall be (i) 07:00 hours to 19:30 hours on all days of every week. (including Saturday Sunday & Gazatted Holidays) The Plant could also be operated and maintained by the SERVICE PROVIDER beyond Operating Hours and on Saturdays & Sundays and any gazette holidays announced by the government of the Islamic Republic of Pakistan, if so desired by the NBP; at no additional charges.
- x) **"Language"** means English language, in which this Contract has been executed and shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Contract.
- y) **"Party"** means the NBP or the Service Provider as the case may be, and **"Parties"** means both of them.
- z) **"Plant"** means, the Chiller Plant including ancillary systems, components and other equipment as specified in the Section – V: "Scope of Services" of the bidding documents;
- aa) **"Plant Manager"** means the Service Provider's Focal Person at the premises to act on behalf of the Service provider and responsible to get the desired works performed or provide necessary services in accordance to the Contract and stipulated in the Section V: "Scope of Services" under his supervision.
- bb) **"Plant Staff"** mean Employees of the Service Provider deputed at the premises including the Plant Manager.
- cc) **"Premises"** mean the location/area at which or wherein Plant and Standalone AC Units and Refrigerators, Water Dispensers are installed and in operation; for which Services are to be provided by the Service Provider and as specified in the SCC.
- dd) **"Procuring Agency"** means NBP and its legal successors; procuring the Services from the Service Provider.
- ee) **"Project Name"** means the name of the project stated in SCC.
- ff) **"SCC"** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- gg) **"Second Yearly Period"** means a period of twelve (12) months of Second Year of Contract commencing from the expiry of First Yearly Period.
- hh) **"Services"** mean the work to be performed or services to be rendered by the Service Provider during the Contract Duration as per details given in Appendix A to Bid.
- ii) **"Service Provider"** means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by NBP and is named as such in the Contract Agreement, and includes the legal successors in title or permitted assigns of the Service Provider.
- jj) **"Services Fee"** means the payment to be made to the Service Provider for its performance of Services during a particular month corresponding to respective Yearly Period.
- kk) **"Service Provider's Bid"** means the completed Bid document submitted by the Service Provider to NBP.
- ll) **"Specifications"** mean the specifications of the Plant Equipment or tools, machinery or material as specified in the bidding documents, and any modification or addition made or approved by NBP.
- mm) **"Stand alone AC Units"** means Split type or Floor mounted Air-Conditioners installed at the premises.
- nn) Refrigerators and Water Dispensers means available units inside the building.
- oo) **Yearly Period"** means period of twelve (12) months.

GCC.2 Application and Interpretation

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.



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(Duly signed & stamped by the Authorized Representative)

- 2.2 Titles or captions of Clauses contained in this Contract are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Contract or the intent of any provision hereof.
- 2.3 In interpreting these Conditions of Contract; terms are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.4 The documents given hereunder will be the part and parcel of this Contract:
- Form of Contract (Contract Agreement)
 - Scope of Services
 - Schedule of Prices (Bill of Quantities)
 - Plant Equipment
 - Special Conditions of Contract,
 - General Conditions of Contract,
 - Letter of Acceptance,
 - Letter of Contract Commencement
 - Contractor's Bid (Complete), and
 - Integrity pact (Provided Contract value is above Rs.10 M)
 - Any other document listed in the Special Conditions of Contract as forming part of the Contract.
- 2.5 If the terms and conditions of the Clauses of this Contract vary or are inconsistent with any portion of any of the above stated documents, the terms of the Clauses in this Contract shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Clauses. The Contract contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Contract that are not contained in this Contract.
- 2.6 The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of the Employer, for clarification. However, if no clarification is sought in this regard, the most stringent requirement shall be deemed to be included in the Contract as determined by the Employer; in case of conflict between documents.

GCC.3 Conditions Precedent

- 3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied
- Submission of performance Security in the form specified in the **SCC**;
- 3.2 If the Condition precedent stipulated in Clause GCC.3.1 is not met by the date specified in the SCC this contract shall not come into effect;
- 3.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver), he shall promptly issue to the Service Provider a Letter of Contract Commencement, which shall confirm the start date.

GCC.4 Governing Language

- 4.1 The Contract and all correspondence and documents relating to the contract exchanged by the Service Provider and the Employer shall be written in the English Language.

GCC.5 Applicable Law

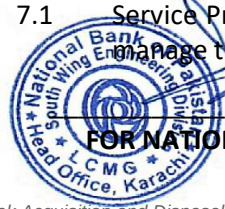
- 5.1 The Contract shall be executed, governed and interpreted in accordance with the laws of Islamic Republic of Pakistan.

GCC.6 Effective Date and Term of Contract

- 6.1 The Contract shall be effective and shall govern the rights and obligations of the parties from Effective Contract Date till Expiry Contract Date for the Contract Tenure.

GCC.7 Relationships of the Parties

- 7.1 Service Provider has been retained by the Employer as an independent contractor to operate, maintain and manage the Plant on behalf of the Employer, in accordance with Prudent Utility Practice and the requirements



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of the Contract. the Employer has delegated to Service Provider overall responsibility for operating, maintaining and managing the Plant to ensure that the Plant is available for its function for the Employer and meets all requirements under the Contract. Neither Service Provider nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Service Provider is the agent of the Employer to the limited extent that this Contract expressly grants Service Provider the authority to act on behalf of the Employer.

GCC.8 Assignment

- 8.1 None of the parties may assign its rights or obligations under this Contract without the prior written consent of the other party hereto, except that this Contract may be assigned by the Employer without such prior consent to any successor of the Employer, to a person or entity acquiring all or substantially all of the Plant, or any purchaser of the Plant upon the exercise of remedies under a Plant Agreement.

GCC.9 Representatives

- 9.1 The Employer and Service Provider shall each designate an authorized representative to act on behalf of them as under:
- For the purpose to take any action required or permitted to be taken, and any document required or permitted to be executed, to enter into the Contract or execute the Contract or under the Contract by the Employer or the Service Provider. Such designated representative will be termed as "Authorized Representative" in the context of this Contract.
 - The Employer will designate any authorized representative to act on behalf of the Employer as the Officer In-Charge for the purpose of the execution of the "Services" and overseeing the performance of the Plant Staff under the Contract; and named as such in SCC. Such designated representative will be termed as "Engineer" in the context of this Contract.
 - Service Provider will designate its Focal person at the Premises to act on behalf of the Service provider and responsible to get the desired works/services performed or provide necessary services in accordance with the Contract and stipulated in the Section IV: "Scope of Services" under his supervision. Such designated representative will be termed as "Plant Manager" in the context of this Contract and respective authorization should be in writing from the Service Provider
- 9.2 The representatives designated by the Employer and the Service Provider in accordance to Sub Clause GCC.9.1 (b) and (c) could be changed; however; only upon written notice to the other party. These designated representatives shall be the primary means for communication and all other interactions between the Employer and Service Provider that are required under this Contract and shall have the power and authority to bind their respective principals under the terms of this Contract, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

GCC.10 Notices

- 10.1 All notices and other communications (collectively "**Notices**") required or permitted under this Contract shall be in writing and shall be given to each party at its Office address or email address, to be shared by the parties soon after the effectiveness of Contract or from the Engineer to the Plant Manager.

GCC.11 Independent Service Provider Status

- 11.1 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Employer will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.
- 11.2 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider's employees(s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.
- 11.3 None of the Service Provider's employee (s) shall be entitled to seek employment with the Employer merely on the ground that he/she had been posted by the Service Provider at any of the premises of the Employer for performance of this contract.



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GCC.12 Force Majeure

- 12.1 If either the Employer or Service Provider is rendered wholly or partially unable to perform its obligations under this Contract (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder:
- a) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and
 - b) use all its reasonable steps and takes commercial efforts to remedy its inability to perform and overcome the Force Majeure.
- 12.2 The suspension of performance shall be of no greater scope and no longer duration than that which is necessary.
- 12.3 No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.
- 12.4 If the Force Majeure persists the affected Party may terminate this contract as per Clause GCC.61 of the Contract because of Force Majeure.

GCC.13 Integrity Pact

- 13.1 For Contracts of worth Rupee Ten (10) Million or more, the duly signed Integrity Pact attached in the Forms of Contract shall be submitted by the Service Provider and shall be binding till Expiry Contract Date. In other cases, this Clause of the Contract is not applicable.

GCC.14 Amendments

- 14.1 No amendments or modifications of this Contract shall be valid unless evidenced in writing and signed by duly authorized representatives of both the parties.

GCC.15 No Waiver

- 15.1 It is understood and agreed that any delay, waiver or omission by the Employer or Service Provider with respect to enforcement of required performance by the other under this Contract shall not be construed to be a waiver by the Employer or Service Provider of any subsequent breach or default of the same or other required performance on the part of the Employer or Service Provider.

GCC.16 Miscellaneous provisions

16.1 Survival

Notwithstanding any provisions herein to the contrary, the obligations set forth in Clause GCC.33 and Sections H, I and J and the limitations of liabilities set forth in Clause GCC.72, shall survive in full force despite the expiration or termination of this Contract.

16.2 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Service Provider or the Employer arising from Service Provider's failure to operate and maintain the Plant in accordance with applicable Laws without the Employer's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause GCC.72, be the sole responsibility of Service Provider and shall not be deemed to be compensated by the Employer.

16.3 Representations and Warranties

Each party represents and warrants to the other party that:

- a) such party has the full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated hereby.
- b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Contract, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and
- c) there is no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Contract.



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16.4 **Counterparts**

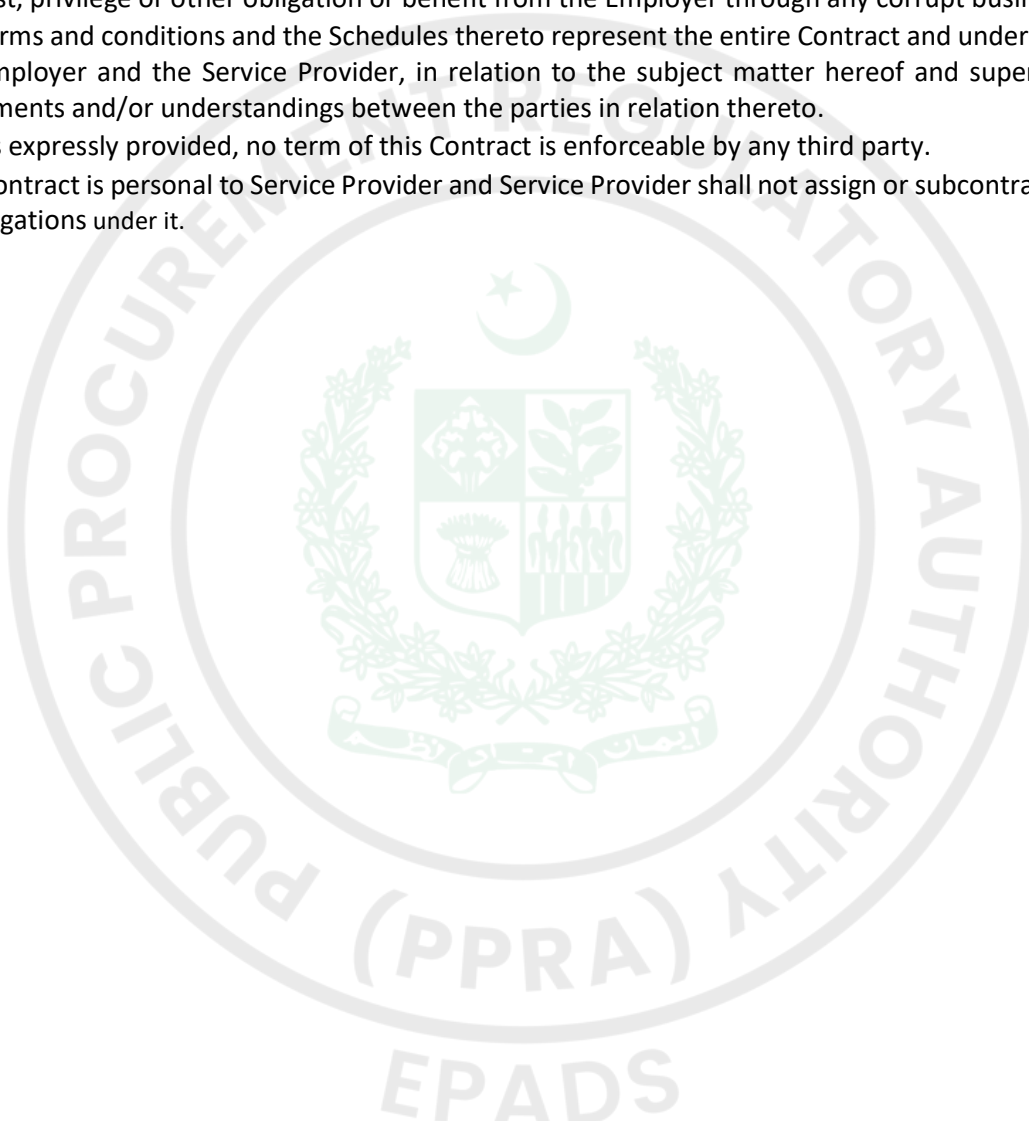
The parties may execute this Contract in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

16.5 **Partial Invalidity**

If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain in full force and effect and in no way be affected, impaired or invalidated.

16.6 **Declarations**

- a) The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Employer through any corrupt business practice.
- b) The terms and conditions and the Schedules thereto represent the entire Contract and understanding between the Employer and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- c) Unless expressly provided, no term of this Contract is enforceable by any third party.
- d) This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it.



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B - OBLIGATIONS OF THE SERVICE PROVIDER

GCC.17 Scope of Services

- 17.1 Plant Staff shall operate, maintain and manage the Plant on behalf of the Service Provider in accordance to Appendix-A to Bid.
- 17.2 The Service Provider will take all its efforts and professional acumen to ensure desired Annual Plant Availability in pursuant to Clause GCC.53.

GCC.18 Services Schedule

- 18.1 The Service Provider shall provide and ensure uninterrupted services as per Appendix-A to Bid. NBP; however, reserves the right to make adjustments, changes, alterations in the services timings depending upon the requirements of the NBP which will be communicated to the Service Provider from time to time.
- 18.2 The Service Provider shall be obliged to complete the Services as assigned under the Contract during the Services Schedule fixed by NBP and if the Service Provider has to spend time beyond the assigned Services Schedule to complete the contractual obligation, NBP shall not be responsible for any extra payment.
- 18.3 If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, NBP is entitled to impose Liquidated Damages as per Clause GCC.54.
- 18.4 The Service Provider shall have to coordinate with the Engineer in advance if he wants to execute the services beyond the Services Schedule to perform his contractual obligations under the Contract.

GCC.19 Standards for Performance of the Services

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



GCC.20 Quality Control

- 20.1 NBP shall check the Service Provider's work and performance; and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities under the Contract.
- 20.2 The Engineer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, NBP will impose a penalty as per Sub Clause GCC.53.4.
- 20.3 The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, NBP may issue notice to the Service Provider.
- 20.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, NBP may after giving the 14 days' notice to Service Provider terminate the Contract as per Clause GCC.60. Notwithstanding anything contained in the Contract and /or applicable law, the Performance Security shall be forfeited and NBP EG shall also debar the Service Provider from participation in future Contracts.

GCC.21 Plant Staff Standards

- 21.1 Service Provider shall provide as reasonably necessary all labor and professional, supervisory and managerial staff (collectively "**Plant Staff**") as are required to perform the Services as mentioned in Annexure-D to Bid but not limiting to. Such Plant Staff shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Plant Staff under the Contract.
- 21.2 All individuals employed by Service Provider to perform the Services shall be employees of Service Provider, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Service Provider (subject to NBP's approval rights to verify qualification and experience of such Plant Staff).
- 21.3 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees; ensure proper dressing/uniform as per local culture/norms by displaying service provider's cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to NBP's interests or business.
- 21.4 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.
- 21.5 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its Plant Staff; the Service Provider shall provide as a replacement after fulfillment of requirements as per the approval of NBP and NBP's security protocol/requirement.
- 21.6 With respect to labor matters, hiring personnel, and employment policies, Service Provider shall comply with all applicable Laws. Service Provider also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Service Provider's acknowledgment (hereby given) that Service Provider has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate NBP.

GCC.22 Services tools, material and equipment

- 22.1 The Service Provider shall bring at site all equipment, material and tools including but not limited to those specified in the Contract necessary to carry out the services under the Contract.
- 22.2 The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Duration.
- 22.3 In pursuant to Sub Clauses GCC.22.1 & GCC.22.2; NBP will not be liable for any cost for purchase or maintenance; whatever the case may be.
- 22.4 Title to all materials, equipment, supplies, spare parts and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by NBP being not covered under the Contract or being the obligations of NBP; other than those being arranged and maintained subject to Sub Clauses GCC.22.1 & GCC.22.2 or specified in the appendix A to Bid hereunder shall pass immediately to and vest in NBP upon the passage of title from the Vendor



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or Supplier or Service Provider thereof, provided, however, that such transfer of title shall in no way affect Service Provider's obligations as set forth in this Contract.

GCC.23 Access to Office and Plant

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

GCC.24 Compliance

- 24.1 Service Provider shall comply with all Laws applicable to the operation, maintenance and management of the Plant and the performance of the Services.
- 24.2 Service Provider shall apply for and obtain, and NBP shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.
- 24.3 Service Provider shall provide reasonably necessary assistance to NBP, to secure permits, licenses, and approvals (and renewals of the same) that NBP is required to obtain from or file with any governmental agency regarding the Plant.
- 24.4 Service Provider also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Plant.
- 24.5 The Service Provider shall promptly notify NBP of any matter coming to their knowledge that could have a material effect on the business or affairs of the NBP.
- 24.6 The Service Provider shall disburse the monthly salaries/wages/remuneration to its resources or Plant Staff through Bank Account Transfer before 5th of each following month and shall maintain verifiable evidence of such disbursement(s).
- 24.7 The Service Provider shall carry out all instructions of NBP communicated through the Engineer or any Authorized Representative; which comply with the applicable laws where the premises are located.
- 24.8 The Service Provider shall adhere to all directions of NBP and observe security protocol as per NBP's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to NBP.
- 24.9 The Service Provider warrants that its Plant Staff or employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if NBP is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and NBP shall have exclusive right to not accept the services of any service provider resource.
- 24.10 The Service Provider shall upon reasonable notice by the NBP allow the NBP's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by NBP if so required by NBP.
- 24.11 The Service Provider shall comply with any code of conduct provided to the Service Provider by NBP from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of NBP.



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GCC.25 Compliance with all the Regulatory Requirements

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

GCC.26 Operation and Maintenance Records and Reports

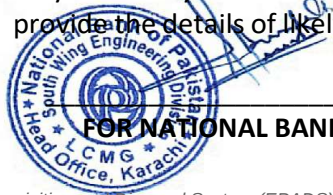
- 26.1 Service Provider shall prepare, maintain and submit on periodic basis, the Plant operating logs, records, and reports that document the operation and maintenance of the Plant, all in form and substance sufficient to meet NBP's reporting requirements under the Contract and as specified in Appendix A to Bid.
- 26.2 Service Provider shall maintain current revisions of drawings (if any), specifications, lists, clarifications and other materials related to operation and maintenance of the Plant provided to Service Provider by NBP and other Vendors (related to installed Plant Equipment).
- 26.3 All, reports, and other documents and software submitted (if any) by the Service Provider under Sub Clauses GCC.24.4, 26.1 and 58.1 shall become and remain the property of NBP, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to NBP, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of NBP.
- 26.4 Service Provider shall provide NBP reasonably necessary assistance in connection with NBP's compliance with reporting requirements under the Contract, applicable Laws or any other agreement to which NBP is a party relating to the Plant. Such assistance shall include providing reports, records, logs and other information that NBP may reasonably request as to the Plant or its operation.

GCC.27 No Liens or Encumbrances

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

GCC.28 Emergency Action and prompt intimation to NBP

- 28.1 If any likely future events, problems or circumstances whether on Service Provider's part or on NBP's part, that may adversely affect the quality of Services, the Service Provider shall promptly notify NBP and should also provide the details of likely corrective measures required.



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

GCC.29 Action in Extraordinary Circumstance

29.1 In the event that:

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

GCC.30 Meetings

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

GCC31 Performance Security

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

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

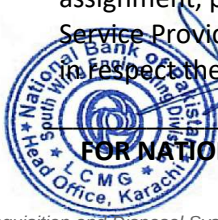
GCC32 Submission of Bills

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

GCC.33 Limitations of Service Provider

33.1 Notwithstanding any provision in this Contract to the contrary, unless previously approved by NBP in writing or through NBP's approval, Service Provider and any employee, representative, or other agent of Service Provider are prohibited from taking the specified actions with respect to the matters indicated below.

- (a) **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of NBP, including any property or assets purchased by Service Provider where the purchase cost is paid by NBP;
- (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
 - (i) on behalf of, in the name of, or purporting to bind NBP or
 - (ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to NBP at any time;
- (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 27 and 28, Service Provider may, without prior approval from NBP, make limited expenditures in accordance with those provisions;
- (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual Plant Operating Plan, or the requirements of any provisions under the Contract;
- (e) **Lawsuits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, NBP or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;



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- (f) **Liens:** Create, incur or assume any lien upon the Plant;
- (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of NBP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Plant Agreement; or
- (h) **Agreements:** Enter into any agreement to do any of the foregoing.



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GCC.34 Execution of Documents

- 34.1 Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of NBP) to be executed by Service Provider shall be executed by the authorized representative of Service Provider or, subject to prior written notice to NBP, by such other representative of Service Provider who is authorized and empowered by Service Provider to execute such documents.

GCC.35 Proprietary Information

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

GCC.36 Warranties

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

GCC.37 Breach of Contract

- 37.1 Any breach by Service Provider under this Section shall constitute a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, NBP shall be entitled to require Service Provider to
- (a) remedy the breach at its cost;
 - (b) pay for it to be remedied; or
 - (c) repay all amounts already paid for the defective Services.

GCC.38 Conflict of Interests

- 38.1 Service Provider and Plant Staff or any other Service Provider's Employee(s) or their affiliates should not to benefit from Commissions and Discounts.
- 38.2 Payment against the Services under Section – D shall constitute sole payment to the Service Provider.
- 38.3 The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract.
- 38.4 The Service Provider shall ensure that the Service Provider's Employee (s); or their affiliates shall not receive any additional payment.
- 38.5 Service Provider and Plant Staff or any other Service Provider's Employee(s) or their affiliates shall not be indulge any Conflicting Activities within the premises
- 38.6 Neither the Service Provider and Plant Staff nor any other Service Provider's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.



C - OBLIGATIONS OF THE EMPLOYER**GCC.39 Information**

- 39.1 The Employer shall provide Service Provider with all the necessary information; if available with the Employer such as vendor manuals, spare parts lists, Plant Equipment data books and drawings which are provided to the Employer pursuant to any Plant Agreement or by any contractor responsible for construction, installation, repair or maintenance of the Plant or a part thereof. Subject to the standards of performance set forth in Clause GCC.19, Service Provider shall be entitled to rely upon such information in performance of the Services. The Employer shall also provide Service Provider with copies of all Project Agreements and any amendments thereto and any other documents that define the Plant operating requirements.
- 39.2 The Employer at the request of Service Provider; provides the information on the code of conduct and security procedures. The Employer shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

GCC.40 Access and availability of Premises

- 40.1 The Employer will provide access to Service Provider and Service Provider's Employee(s) i.e. Plant Staff (after verification and clearance by the police or other investigation agency as per Employer Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 40.2 The Employer will provide necessary Security clearances and Access cards or passes to all the Plant Staff; subject to its prevailing Security protocols; which shall be bound on the Service provider.
- 40.3 The Employer will provide Security Personnel at points of ingress and egress and perimeter of the Plant or premises.
- 40.4 During any inspection or review of the Plant in pursuant to Clause GCC.23, each of the Employer, and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Service Provider's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Service Provider's activities.

GCC.41 Arrangement of Parts; chemical, oil, or any material

- 41.1 The Employer will be responsible to procure at its own cost any Routine Spare Parts, Overhauling Parts, Electrical Parts or Equipment, Lubricating Oil, Chemicals as per OEM's Recommendations or as per requirement; provided such arrangement is not under the obligations of the Service provider as stipulated in the Appendix-A to Bid.
- 41.2 However; Service Manager or its Plant Manager or Plant Staff will assist to keep the minimum inventory level without compromising the Plant Availability as per the Maintenance Schedule and to meet any emergency in advance.
- 41.3 Service Provider shall promptly notify the Employer in writing of any teardowns and overhauls of major equipment or capital improvements that Service Provider believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.
- 41.4 Service Provider shall also be responsible for monitoring and enforcing contract compliance by any contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to the Employer by such contractor.

GCC.42 Plant Staff

- 42.1 The Employer or Engineer will be the sole judge to approve the appointment of proposed Plant Staff from the Service Provider; provided the genuineness of the credentials of the Plant Staff are verified and authenticated by the S-Provider.
- 42.2 The Employer or Engineer will assist the Service Provider to provide necessary Security clearance and Access Cards or Passes to all the Plant Staff in pursuant to Clause GCC.40.2.
- 42.3 If the Employer finds that any of the Plant Staff have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of any of its employees; then the Service Provider shall, arrange for respective replacement.

GCC.43 Emergency Action

- 43.1 Subsequent upon intimation from the Service Provider or Plant Manager in pursuant to Clause GCC.28; the Employer shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.

GCC.44 Performance / Completion Certificate

- 44.1 The Employer may issue a Performance certificate during pendency of Contract or Completion Certificate after satisfactory completion of Contract to the Service Provider; on its written request.

GCC.45 Payment of Monthly Bills

- 45.1 The Employer will be responsible to make payment of monthly bills being submitted by the Service provider in accordance to Section D and E of GCC.



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D - PAYMENTS TO THE SERVICE PROVIDER

GCC.46 Payments

- 46.1 The Employer will be responsible to make the payment of the Services Fee to the Service Provider for performance of the Services during a particular month; on monthly basis.
- 46.2 The Service Provider will take all its efforts and professional acumen to ensure desired Plant Availability in pursuant to Clause GCC.53.
- 46.3 The payments shall be made in pursuant to sub Clause of this Section and Section E of GCC.

GCC.47 Services Fee

- 47.1 Services Fee is a fixed monthly amount; in accordance with corresponding Annual Services Fee for a particular Yearly period.
- 47.2 Services Fee shall be payable; since:
- Commencing from the Effective Contract Date till the Expiry Contract Date; provided Contract was satisfactory executed for the specified Contract Tenure; or
 - Commencing from the Effective Contract Date till the Contract Termination Date.

GCC.48 Annual Services Fee

- 48.1 Annual Services Fee will be the total amount of the Annual Services Fee for any particular Yearly Period as given in the Schedule of Prices / Bill of Quantities (BOQ) by the Contractor.

GCC.49 Contract Price

- 49.1 The Contract Price is the amount for the Services performed by the Service Provider during the Contract Tenure for the three (03) Yearly Periods i.e. First Yearly Period, Second Yearly Period and Third Yearly Period respectively; as given in the Schedule of Prices / Bill of Quantities (BOQ) by the Contractor.

GCC.50 Currency of Payment

- 50.1 All payments will be made in Pak Rupees.

GCC.51 Taxes and Duties

- 51.1 All applicable taxes and duties as per Federal or Provincial Governments or any other relevant authorized agency; shall be deducted by the Employer at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.
- 51.2 The Service Provider is bound to pay all liabilities, license fees etc. due to the department concerned directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

GCC.52 Terms and Conditions of Payments

- 52.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any deduction against the Service Provider in pursuant to Clause GCC.54.
- 52.2 Payments will be made upon submission of invoice/s by the Service provider, subject to confirmation of providing satisfactory Services by the Engineer or any other authorized officer of the Employer.
- 52.3 The Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month; for which monthly Invoice is submitted for release of payment.
- 52.4 In case of any dispute or conflict regarding any matter or Services or part of Services; for which the Employer or Engineer has refused to make the payment. , such notification will be issued in writing to the Service provider; explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause GCC.77.



E - PROCEDURE OF VERIFYING PAYMENTS

GCC.53 Annual Plant Availability

- 53.1 If the Service Provider fails to ensure 90% of Plant Availability; deductions will be made in respect of liquidated damages in pursuant to Sub Clause GCC.54, except in the following cases;
- The reasons of non-performance of any material portion of the Services; thereby causing failure to attain the desired Plant Availability are attributed to the Employer;
 - The Service Provider was unable to perform a material portion of the Services or attain desired Plant availability due to any Force Majeure event.
 - The Service provider has taken all efforts to make arrangements for any essential part required; ceasing the operation of the Plant; but such part is not available in local market and efforts of the Service Provider are duly acknowledged and recognized by the Employer.

GCC.54 Liquidated Damages and Deductions

- 54.1 Subject to Clause GCC.46.2 & GCC.53.1, if the Service provider fails to attain Annual Plant Availability lesser than 90% at any point of time during the Contract, the Employer shall, without prejudice to its other remedies under the Contract, will make necessary deductions against liquidated damage for number of days, for which Plant remained unavailable; and shall deduct the amount from the Services Fee of respective month as per following calculations:

$$\frac{\text{(Services Fee for Respective Month)} \times \text{No. of days for which the Plant remained unavailable during respective Month}}{30}$$

(Note: 90% of Annual Plant Availability = $0.9 \times (365 - \text{No. of days for Annual Maintenance Shutdown Period})$)

- 54.2 However; in case the Plant remained unavailable for operation less than 80% of Plant Availability; the Contract may be terminated; in pursuant with Clause GCC.60.2.
- 54.3 Subject to Sub Clause GCC.54.1, Liquidated Damages shall be applicable on annual basis i.e. for each Yearly period; and deductions will be done accordingly on Yearly Period to Yearly Period basis.
- 54.4 Moreover, for each deficiency and poor service or delay in desired performance and for which the Engineer will be the sole judge; the Employer; without prejudice to its other remedies under the Contract; will impose penalty against each of such event, and shall deduct the amount from the Services Fee of respective month as per following calculations:
- $$\frac{(1.5 \times \text{Monthly Fee} \times \text{No. of days for which desired Services remained unperformed})}{30}$$
- 54.5 The Employer may also impose penalty equal to 1/30 of the respective Monthly Services Fee; in case of non - disbursement of salaries / wages / remunerations as per existing labor laws or within the date specified in the Contract.
- 54.6 In addition to the above liquidated damages or penalties, NBP would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of NBP and / or third party due to any fault on the part of the Service Provider.
- 54.7 Moreover, any risks of personal injury or death resulted due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, Plants, fixtures, metallic items etc.) are Service Provider's risks and the Service Provider shall have to make good all damages/losses to the Employer and the Employer shall make necessary deductions or will take necessary legal action as per law of Islamic Republic of Pakistan for any irreparable loss.
- 54.8 The deduction of liquidity damage penalties or penalty does not relieve the Service Provider to provide services as mentioned in the Contract.



F - PROCEDURE, PLANS AND REPORTING

GCC.55 Procedures Manual

55.1 Engineer will devise and approve necessary procedures or Procedure Manual for reporting; correspondence and record keeping with respect to routine and exceptional matters pertaining to Operation or Maintenance activities of the Service Provider including any requirement of material on daily basis, monthly basis or as and when required.

GCC.56 Annual Maintenance Plan

56.1 At least ninety (90) days before the beginning of each Yearly Period, Service Provider shall prepare and submit to the Employer a proposed Plan for the Annual Maintenance Plan; comprising the following:

- a) anticipated repairs and capital improvements,
- b) maintenance and overhaul schedules
- c) planned procurement (including equipment, spare parts, and consumable inventories)
- d) maintenance works and activities to be undertaken by the Service Provider

56.2 The Employer shall review Service Provider's proposed Annual Maintenance Plan within thirty (30) days following receipt of the proposal. The Employer may, by written request, propose changes, additions, deletions and modifications to the Plan.

56.3 Service Provider shall notify the Employer as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the Annual Budget or Annual Project Operating Plan.

GCC.57 Operating Data and Record

57.1 The Service provider shall maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant, which Monthly reports shall detail fuel use, power output, other operating data, repairs performed and status of equipment. All such records to be maintained for a minimum of Sixty (60) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the parties. Upon the expiration of such period, neither party shall dispose of or destroy any such records without thirty (30) Days prior notice to the other party. The Party receiving such notice may receive such records in lieu of such disposal or destruction by giving the notifying Party notice ten (10) Days prior to the expiration of the thirty (30) Day Period.

57.2 Service Provider shall monitor and record all operating data and information that

- a) The Employer must report to any person or entity under any Plant Agreement,
- b) The Employer must report to any government agency or other person or entity under applicable Laws and
- c) The Employer reasonably requests. Service Provider shall report required or requested operating data and information to the Employer as specified by the Employer to support monthly invoicing under the Plant Agreements, and within fifteen (15) Calendar Days following a request by the Employer. Operating data to be reported include information from operating (logs, meter and gauge readings) and maintenance records.

GCC.58 Accounts and Reports

58.1 Service Provider shall cooperate with the Employer in complying with reporting requirements set forth in the Contract and shall, during the term of this Contract, furnish or cause to be furnished to the Employer the following reports concerning the Plant operations and the Services:

- (a) **Monthly Reports:** Within ten (10) calendar days following the last day of each calendar month, Service Provider shall submit:
 - (i) a progress report, in detail acceptable to the Employer, covering all activities during such month with respect to operations and maintenance (including information regarding the inputs and outputs of the Plant / facility. **(Specify)** capital improvements, labor relations, other significant matters, and Services. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year, a listing of any significant operating problems along with



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immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period.

- (b) **Annual Reports:** As soon as available, and in any event within sixty (60) days after the end of each Contract Year, Service Provider shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Sub-Clause GCC.58.1 (a), the Plant activities and operating data for such Contract Year. The annual report shall present a comparison of such Plant activities and operating data with the goals set forth in the Annual Plant Operating Plan and Annual Budget for such Contract Year, and with those achieved during the preceding Contract Year (if applicable) and an explanation of any substantial deviations. Within thirty (30) days after submission of each annual report, Service Provider shall meet with the Employer to review and discuss the report and any other aspects of Plant operations that the Employer may wish to discuss.
- (c) **Litigation, Permit Lapses:** Upon obtaining knowledge thereof, Service Provider shall promptly notify the Employer in writing of:
- (i) Any event of default under any of the Plant Agreements;
 - (ii) Any litigation, claims, disputes or actions, threatened or filed, concerning the Plant or the Services;
 - (iii) Any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Plant or the Services; and
 - (iv) Any dispute with any governmental authority relating to the Plant or the Services.
- (d) **Other Information:** Service Provider shall promptly submit to the Employer any material information concerning new or significant aspects of the Plant's activities and, upon the Employer's request, shall promptly submit any other information concerning the Plant or the Services.



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G - TERMINATION OF CONTRACT

GCC.59 Term

59.1 The term of this Contract shall be from and including the Effective Contract Date to and including the Expiry Contract Date as mentioned in the Letter of Acceptance. This Contract is subject to earlier termination pursuant to Clauses GCC.60, GCC.61, GCC.62 and GCC.63.

GCC.60 Termination for Default

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

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

- a) the Service provider fails to perform any obligation(s) under the Contract;
- b) the Service Provider fails to submit Performance Security within the time specified in the SCC or does not maintain or extend the Performance Security for the next Yearly Period(s);
- c) the Service Provider has abandoned or repudiated the contract;
- d) a payment is not paid by the Employer to the Service Provider after 90 days from the due date for payment; not subject to dispute under the Clause. GCC.77; provided that a written notice is received from the Service Provider; not later than forth five (45) days that such payment is overdue.
- e) The Employer gives Notice that non-performance or unsatisfactory performance or any maintenance works to be executed related to any material Services under the Contract is a fundamental breach of Contract and the Service Provider fails to remedy such non-performance or unsatisfactory performance or rectification of defective works within a reasonable period of time determined by the Employer; and
- f) if the Employer determines, based on the reasonable evidence, that the Service Provider has engaged in corrupt and fraudulent practices as described under Rule-2(1)(f) of PPR-2004, in competing for or in executing the Contract.
- g) If The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.

60.3 In the event the Employer terminates the Contract in whole or in part, pursuant to Clause GCC.60.2, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Service Provider shall be liable to the Employer for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

60.4 Except as provided under Clause GCC.61, a delay by the Service Provider in the performance of its Services obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to Clause GCC.54, unless an extension of time is agreed upon pursuant to Sub Clause GCC.19.2 without the application of liquidated damages.

GCC.61 Termination for Force Majeure

61.1 Notwithstanding the provisions of Sub Clause GCC.19.2 and Clauses GCC.54, and GCC.60, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

61.2 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party within three (03) days of such event; giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Employer in writing or in electronic forms that provide record of the content of communication, the Service provider shall continue to perform its obligations under the



Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 61.3 However; subject to Sub Clause GCC.61.2; if the Service Provider fails to perform a material portion of the Services under the Contract or is unable to remedy the affected works or Services; for not less than sixty (60) days; the Employer may terminate the Contract; by not less than fourteen (14) days written notice to the Service Provider.

GCC.62 Termination for Bankruptcy or Insolvency

- 62.1 The Employer may at any time; terminate the Contract by not less than fourteen (14) days written notice sent to the Service provider; if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

GCC.63 Termination for Convenience

- 63.1 The Employer, at its sole discretion; by not less than fourteen (14) days written notice sent to the Service Provider, may make a determination that it no longer intends to continue the Contract for any reason, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is For the Employer's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

GCC.64 Plant and Standalone AC Units Condition at end of term

- 64.1 Upon expiration or termination of this Contract, Service Provider shall remove its Plant Staff from the Premises.
64.2 Service Provider shall leave the Plant and all Standalone AC Units and Refrigerators, Water Dispensers in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.
64.3 Service Provider shall be paid all unpaid Services Fee.
64.4 All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Service Provider under this Contract pursuant to Section B (Obligations of the Service Provider) excluding tools and equipment under Clause GCC. 22; and will be left at the Plant and will become or remain the property of NBP without additional charge.

GCC.65 Payment upon Termination

- 65.1 In the event of a termination of this Contract pursuant to the Clauses GCC.60, GCC.61, GCC.62 & GCC.63, the Employer shall make the following payments to the Service Provider;
- a) Payments in pursuant to GCC Clauses under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination;
 - b) except in the case of termination under Sub Clauses GCC.60.2 (b), (c), (f), (g), and GCC.62.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract;
 - c) If the total amount already released by the Employer exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
 - d) In case of termination under Clauses of GCC Section - G except under Clause GCC.61 & GCC.63, performance security shall be forfeited.
- 65.2 Notwithstanding payment of any amount pursuant to this Section G, the Employer shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by the Employer pursuant to this Section G, together with any supporting documentation requested by the Employer, for a period of Three (3) years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Service Provider did not constitute, in whole or in part, a reimbursable item pursuant to this Clause GCC.65, the Employer may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or the Employer may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.



H - INDEMNIFICATION AND LIABILITIES

GCC.66 Indemnification by Service Provider

- 66.1 Service Provider shall indemnify, defend and hold harmless the Employer, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "Employer Indemnified Parties"),
- a) from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Service Provider or anyone acting on Service Provider's behalf or under its instructions, in connection with this Contract and Service Provider's obligations thereunder. Any costs or expenses incurred by Service Provider pursuant to its indemnity obligations under this Sub Clause GCC.66.1 (a) shall be the sole responsibility of the Service Provider;
 - b) against all liabilities, including judgments and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract;
 - c) Against any or all claims of Service provider's current employees or ex- employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity;
 - d) against any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract;
 - e) against any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon;
 - f) against all claims of compensation by an employee of Service Provider; his family or legal heirs or any other agency, autonomous body, any NGO or government department. arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs;
 - g) The Service Provider may, to protect itself; obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify the Employer regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Employer's claim shall authorize the Employer to deduct the claimed amount from the amount payable to Service Provider.

GCC.67 Indemnification by the Employer

- 67.1 The Employer shall indemnify, defend and hold harmless Service Provider, its officers, directors, employees, agents, Affiliates and representatives (the "Service Provider Indemnified Parties") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of the Employer or anyone acting on the Employer's behalf or under its instructions (other than Service Provider and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Contract and the Employer's obligations thereunder.

GCC.68 Environmental Liabilities

- 68.1 The Service Provider shall comply with all statutory and regulatory requirements related to contaminations and Health, Safety, Environment and Security (HSE&S) as well as the Employer's instructions, procedures or policies related thereto, at no additional cost to the Employer. The costs of supplying and/or doing all such things required



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for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Contract to the Service Provider.

- 68.2 The Employer or Engineer may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that the Employer's recommendations and industry standards in this regard are implemented without any delay.
- 68.3 The Service Provider shall provide the Employer; information about its working practices, materials and Equipment and shall operate in a manner which does not compromise the Employer's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- 68.4 The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.
- 68.5 The Service Provider shall pay special attention to the following environmental protection measures:
- a) Use of clean fuels to minimize air polluting emissions.
 - b) Control of other air pollutants.
 - c) Recovery and recycling of usable materials.
 - d) Control of vehicle noise.
 - e) Control of noise from power facilities.
 - f) Limitation of Vibrations.
 - g) Preservation of natural land to the extent possible.
 - h) Preservation of archaeological Sites.
 - i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.
- 68.6 The Employer reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of the Employer communicated to the Service Provider from time to time.
- 68.7 The Employer shall not be responsible for claims directly related to hazardous materials at the Plant arising out of the grossly negligent or intentional acts of Service Provider. This provision of the Contract shall not be construed to require Service Provider to take corrective action with respect to any hazardous materials at the Plant before the date of this Contract.
- 68.8 If action is required at the Plant to comply with any applicable environmental laws during the term of this Contract, the Employer (with Service Provider's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Service Provider only with the Employers prior written consent, unless a governmental authority requires Service Provider to incur such costs and expenses prior to obtaining such written consent.

GCC.69 First Aid Facilities

- 69.1 The Service Provider shall provide its Plant Staff and other resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

GCC.70 Utilities Provisions

- 70.1 All utilities essential to operate and maintain Plant ; including Electrical Power Supply; Gas Supply; Water Supply will be the responsibility of the Employer.

GCC.71 Furniture and Fixtures

- 71.1 All necessary furniture and fixtures necessitating a proper Office environment for Plant Staff will be the responsibility and liability of the Employer; excluding Computers; Laptops; mobiles etc.



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GCC.72 Limitations of Liabilities

- 72.1 **Consequential Damages:-**Notwithstanding any provision in this Contract to the contrary, Service Provider and the Employer each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Contract, and each party hereto waives any such claim, demand or suit against the other in connection with this Contract.
- 72.2 **Damages Limited to Contract Value of Yearly Period:** The aggregate liability of Service Provider [except for those claims that are subject to the provisions of Sub Clause GCC.66.1(a) (Indemnification by Service Provider)] shall in no event exceed, during any Contract Year i.e. Yearly Period, the Annual Yearly Period Fee payable to Service Provider during such Contract Year plus the amount necessary to satisfy Service Provider's indemnification responsibilities under Clause GCC.66.
- 72.3 **Limited Personal Liability:** Service Provider and the Employer each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, authorized representatives or Affiliates of the Employer or Service Provider for the payment of any amounts due hereunder, or performance of any obligations hereunder. Service Provider shall look solely to the assets of the Employer for the satisfaction of each and every remedy of Service Provider in the event of any breach by the Employer. The Employer shall look solely to the assets of Service Provider for the satisfaction of each and every remedy of the Employer in the event of any breach by Service Provider.
- 72.4 **Survival: The parties further agree that the waivers and disclaimers** of liability, indemnities, releases from liability, and limitations on liability expressed in this Contract shall survive termination or expiration of this Contract, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the members, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such party.
- 72.5 **Exclusivity: The provisions of this Contract constitute Service Provider's and the Employer's** exclusive liability, respectively, to each other, and Service Provider's and the Employer's exclusive remedy, respectively, with respect to the Services to be performed hereunder and the Employer hereby releases Service Provider performing Services hereunder, and Service Provider hereby releases the Employer performing its obligations hereunder, from any further liability.



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I - CONFIDENTIALITY

GCC.73 Service Provider

- 73.1 Service Provider agrees to hold in confidence for a period as specified in SCC; the date of disclosure, any information supplied to Service Provider by the Employer or others acting on its behalf. Service Provider further agrees, to the extent requested by the Service Provider of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure agreements relative to such information, prior to the receipt thereof.

GCC.74 The Employer

- 74.1 The Employer agrees to hold in confidence for a as specified in SCC from the date of disclosure, any information supplied to the Employer by Service Provider or others acting on its behalf, provided that the Employer may disclose such information as is reasonably necessary but without affecting the proprietary (intellectual property) rights, if any of the Service Provider or others. The Employer further agrees, to the extent requested by the Service Provider of such information, to require its members and Service Provider to enter into such appropriate nondisclosure agreements relative to such information, prior to their receipt thereof.

GCC.75 Exceptions

- 75.1 The provisions of this Clause shall not apply to information that was in the public domain, was already in the receiving party's possession, or was received lawfully and free of any obligation to treat it as confidential.

GCC.76 Required Disclosure

- 76.1 If a receiving party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Section-I of GCC, the receiving party will notify the other party promptly in writing so that the other party may seek a protective order or other appropriate remedy (which the receiving party will not oppose), or, in the other party's sole discretion, waive compliance with the terms of this Agreement.



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J - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.77 Resolution through Discussions

- 77.1 If any dispute or difference of any kind (a Dispute") arises between the parties in connection with, or arising out of, this Contract, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The Engineer and the Plant Engineer or any other designated representatives of the Employer or Service Provider shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.
- 77.2 Subject to Sub Clause GCC.77.1, if the Dispute remains unresolved within five (5) Working days, the Dispute shall be referred within two (2) Working days of the lapse of the five (5) Working days to the responsible Senior Management of each party for resolution.
- 77.3 Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible Senior Management of the Employer and Service Provider have had at least fifteen (15) Working Days to resolve the Dispute following referral of the Dispute to them.
- 77.4 If the parties are unable to resolve the Dispute using the procedure described in this Clause, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

GCC.78 Arbitration

- 78.1 Any Dispute arising out of, or in connection with, this Contract and not settled by the procedure prescribed in Clause 77 shall (regardless of the nature of the Dispute) be finally settled in accordance with Arbitration Act 1940 as amended or any statutory modification or re-enactment thereof for the time being in force; the place of arbitration shall be as mentioned in SCC.

GCC.79 Continued Performance

- 79.1 During the pendency of any arbitration, Service Provider and the Employer shall continue to perform their obligations under this Contract.



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K - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

GCC.80 Code of Conduct

- 80.1 The Employer desires that Service Provider; its Plant Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract Tenure and should avoid engaging in any corrupt and fraudulent practices as defined in Rule 2(1)(f) of PPR-2004; and is stipulated as under:
- “Corrupt and fraudulent practices” in respect of Contract Tenure, shall be either one or any combination of the practices including, -
- a) “Coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - b) “Collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels.
 - c) “Corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - d) “Fraudulent practices” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - e) “Obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”
- 80.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the Service provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

ITB.81 Mechanism of Blacklisting

- 81.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Service Provider who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
 - b) 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.
- 81.2 The show cause notice shall contain:
- a) precise allegation, against the Service Provider;
 - b) the maximum period for which the Employer proposes to debar the Service Provider from participating in any public procurement of the Employer; and
 - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the Service Provider from participating in public procurements of all the procuring agencies.
- 81.3 The Employer shall give minimum of seven days to the Service provider for submission of written reply of the show cause notice.
- 81.4 In case, the Service Provider fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the Service provider/ authorize representative of the Service provider, and the Employer shall decide the matter on the basis of available record and personal hearing, if availed.



- 81.5 In case the Service provider submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the Service provider for personal hearing.
- 81.6 The Employer shall give minimum of seven days to the Service provider for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the Service provider, if availed.
- 81.7 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to the next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 81.8 The Employer shall communicate to the Service provider the order debarring the Service provider from participating in any public procurement with a statement that the Service provider may, within thirty days, prefer a representation against the order before the PPRA.
- 81.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidders or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by Employer.
- 81.10 The Service Provider may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- 81.11 The decision of PPRA will be considered as Final.



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SECTION–VIII

SPECIAL CONDITIONS OF CONTRACT (SCC)



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(Instructions are provided, as needed, in italics, which should be filled in or added or modified as required to meet the Plant specific requirements by the Employer before issuance of the Bidding Documents.)

General Conditions of Contract

Clause Reference

SUB SECTION A – GENERAL PROVISIONS

1.1(d) Annual Maintenance Shutdown of Chiller Plant in Winter Season:

W.e.f 16th December to 15th February of every Year or amended as per Engineer's Discretion on year-to-year basis; as the case may be.

1.1(g) Authorized Representative:

Wing Head, Engineering Wing Head Office, Engineering Group, LCMG will be the Authorized Person of NBP to sign the Contract and Service provider's Representative would be the authorized person to sign the Contract and the "Plant Manager" to supervise the Services during the Contract Duration.

1.1(l) Contract Duration/Tenure:

Three (03) Years from the Effective Contract Date till Expiry Contract Date.

1.1(q) Engineer:

Departmental Head, HVAC Department, Engineering Wing Head Office, Engineering Group, LCMG would be the Engineer from NBP to govern the proceedings with the Service provider during the Contract Duration.

1.1(cc) Premises:

NBP Kehkasahan Building Clifton, Karachi

1.1(ee) Project Name: **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

3.1 Conditions Precedent

Performance Security

Amount: 5% of the Contract Price

Validity: For a period of 28 days beyond the **Contract Tenure**; from the Date of issuance of such Security.

Format: As per format provided under Forms of Contract in Section IX.

Submission Date: Within Twenty One (21) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.

Form: Bank Guarantee issued by any Scheduled Bank of Pakistan

9.1 Representative:

Same as given above at Sub Clause GCC.1.1(p)

General Conditions of Contract

Clause Reference

SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

31.1 Performance Security

Same as given above at Sub Clause GCC.3.1 (Conditions precedent)

SUB SECTION G – TERMINATION OF CONTRACT

60.2 Service Provider fails to submit Performance Security

Within time period as given above at Sub Clause GCC.3.1 or GCC.31.1

SUB SECTION I – CONFIDENTIALITY

73.1 Period of Non-Disclosure for Service Provider

Ten (10) Years from the Date of Contract Signing.

74.1 Period of Non-Disclosure for the Employer

Three (03) Years from the Date of Contract Signing.

SUB SECTION J – RESOLUTION AND DISPUTES

78.1 Place of Arbitration

Karachi



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION-IX
FORMS OF CONTRACT

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

FORM OF PERFORMANCE SECURITY

(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan on Non-judicial Stamp Paper of worth in accordance with existing Stamp Paper Act)

Guarantee No. _____

Executed on _____

Expiry date _____

To: _____ [name of National Bank of Pakistan]

WHEREAS M/s. _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] or Letter of Acceptance [reference number] dated [insert date] to deliver and execute the **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).** (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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]

 FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

FORM OF CONTRACT AGREEMENT

(To be submitted on Non-judicial Stamp Paper of worth in accordance with existing Stamp Paper Act)

THIS AGREEMENT made on the ____ day of _____ 20 ____ between National Bank of Pakistan; having its registered Office at Head Office Building, I.I.Chundrigar Road, Karachi (hereinafter called “the Procuring Agency”) of the one part and M/s. _____; Pakistan (hereinafter called the “Service Provider”) of the other part.

WHEREAS the Procuring Agency invited bids for certain services viz., **CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).**

and has accepted a Bid by the Service Provider for the supply/execution of those services in the sum of Rs. _____; (In _____ Words: _____)
(hereinafter; called “Contract Price”).

NOW this Contract witnessed 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 hereinafter 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;
 - a. This form of Contract;
 - b. The Letter of Acceptance (Ref No: _____ dated: _____)
 - c. The Form of Bid and the Priced Schedule submitted by the Bidder;
 - d. All the Appendices to the bid;
 - e. The Special Conditions of Contract;
 - f. The General Conditions of the Contract;
 - g. The Certificate/Letter of Contract Commencement.
 - h. The Performance Security
 - i. The completed Contractor’s bid.
 - j. Any other document
3. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide/execute the Services and to remedy defects therein in conformity in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider, in consideration of the Services executed 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.


FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

SECTION IX – FORMS OF CONTRACT
Form of Contract Agreement

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the day, month and year first before written in accordance with their respective laws.

Signed, sealed, delivered by the _____

(Signature)

(Seal)

(for the Procuring Agency)

Witness to the signatures of the Procuring
Agency: _____

Signed, sealed, delivered by the _____

(Signature)

(Seal)

(for the Service Provider i.e. _____)

Witness to the signatures of the Service Provider:

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

FORM OF INTEGRITY PACT

(To be submitted on Stamp Paper of Rs. 500/-)

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

Contract No: ____ Dated: _____

Contract Value (Figures and in words): _____

Contract Title: _____

(Name of SERVICE PROVIDER) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from National Bank of Pakistan (NBP) /GOP or any administrative subdivision or agency thereof or any other entity owned or controlled by NBP/GOP through any corrupt business practice.

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

(Name of SERVICE PROVIDER) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with NBP/GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(Name of SERVICE PROVIDER) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to NBP/GOP under any law, contract or other instrument, be voidable at the option of NBP/GOP.

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

Signature of the Service Provider

Signature of NBP

(Seal)

(Seal)

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

DECLARATION OF BENEFICIAL OWNERSHIP INFORMATION

(To be submitted on Bidder's Letterhead with Contract Agreement)

(The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.)

Declaration of Ultimate beneficial Owners Information for Public Procurement Contracts

1. Name:
2. Father's Name/Spouse's Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association Of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/	Name of registering authority	Business Address	Country	Percentage of shareholding ,control or interest of BO in the legal person or legal arrangement	Percentage of shareholding ,control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal Person or Arrangement

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

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

Name & signature

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

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

SECTION–X
EVALUATION CRITERIA

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

A. Preamble

The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. The Bidder shall provide all the information requested in the forms included in the Bidding Forms. Qualification will be based on all the criteria given hereinafter.

- 1) The Bidders pursuant to Clause ITB.3 should be eligible to participate in the bidding process.
- 2) Information supplied by the Bidders must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group Ownership".
- 3) NBP will review the information supplied by the bidders and will make public the results of evaluation as per PPR-2004.
- 4) Bidders applying to qualify are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of NBP may result in their disqualification.
- 5) The response to this bid must be sufficiently detailed to convince NBP that the bidder applying for qualification has the experience as well as the technical / administrative /managerial capabilities and financial capabilities necessary for the execution of the services and they must prove that they have carried out similar services in their own country.
- 6) The evaluation will be conducted; provided the bidders have proven their Eligibility in accordance with Sub Clauses of ITB.3; and their bid to be responsive pursuant to Clause ITB.32 otherwise their bids will be declared as non-responsive being Ineligible bids or having submitted a non-responsive bid and will not be evaluated for the Qualification.
- 7) Evaluation is based on different criterion listed hereunder; regarding the Bidder's qualification, general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses accompanied with relevant documents in the forms as desired for each criterion.
- 8) NBP reserves the right to waive minor deviations in accordance with Sub Clause ITB.32.4.
- 9) NBP reserves the right to verify or seek clarifications of the documents or information furnished by the Bidders. In this regard, NBP reserves the right to have site visits to verify the previous installation /work experience etc.
- 10) NBP may reject any bid for any misrepresentation knowingly made by any bidder in, or pursuant to, their submittals or for any statement furnished in connection therewith, and intended to be relied upon by the NBP, which is incorrect in any respect.
- 11) The bidders MUST provide relevant responses/documents for all the Criteria/Requirements for Bidder's Eligibility & Bidder's Qualification, and fulfill the bid responsiveness requirements as well, detailed in the succeeding Section, will be declared as Technically Qualified Bidders.
- 12) The Financial Bids of the lowest responsive bid will be declared as "Most Advantageous Bid".
- 13) The Qualified Bidders will also be screened from Sanctions Compliance through Compliance Group, NBP.
- 14) The decision of NBP in this connection shall be final and binding on all the Bidders.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

EVALUATION CRITERIA**B: Evaluation Criteria Details**

S. No.	Criteria	Document Submission Requirements	To be Filled by Bidder (Yes/No)
B-I	<u>BIDDER'S ELIGIBILITY</u>		
1	Bidder must be on Active Taxpayer List of FBR.	FBR Online Verification Document	
2	Bidder must have active status on Sindh Revenue Board (SRB) for Sales Tax on Services.	SRB Online Verification Document	
3	Bidder must have valid registration with Pakistan Engineering Council (PEC) in Financial Category C-6/O-6 or above with Specialization Code: ME-01.	Valid PEC Certificate	
4	No Conflict of Interest	Form of Bid as per format specified in Form B2 of Section-V on Bidder's letterhead.	
5	An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past and he will comply with related Govt. regulations.	Non-Blacklisted Affidavit/Undertaken as per format specified in Form B4 of Section-V on Stamp Paper.	
B-II	<u>BID RESPONSIVENESS</u>		
1	Bid Security in pursuant with Clause ITB. 22.	Bid Security Instrument to be uploaded on EPADS and Original to be submitted before Bid Submission deadline.	
2	Authorization for the Signatory of the Bid in accordance with ITB Clause: 6.1 & 14.1(a). (Provided the Signatory of the bid is not the Owner/CEO/Proprietor etc. of the Company)	Duly Notarized Power of Attorney authorizing the Signatory of the Bidder to sign and submit the bid as per format specified in Form B1 of Section-V	
3	Duly signed & stamped Bidding Documents.	Complete Bidding Documents, duly signed & stamped by the Signatory of the Bidder.	
4	Bidder's Information	Bidder's Information as per format specified in Form B5 of Section-V.	
B-III	<u>BIDDER'S QUALIFICATION</u>		
1	General Experience of the Bidder: Bidder should have minimum of five (05) years of operation & Maintenance Services experience for HVAC Chiller Plant.	Letter of Contract Award(s) or Contract Agreement(s) for the completed Annual Operation & Maintenance Services Contract establishing that bidder has been providing similar services since last five (05) years.	
2	Particular Experience: The bidder shall have completed minimum two annual Contracts of for HVAC Chiller Plant (100Tr or above rating) during last three Years.	Letter of Contract Award or Contract Agreement for related & completed Annual Operation & Maintenance Services Contracts.	
3	Presence of bidder in Karachi: Bidder should have its Main or Branch Office in Karachi.	Any printed letterhead of the bidder or any other document, showing complete address of such Office in Karachi.	
4.	Service Team: Bidder should submit details of its technical service team for maintenance & troubleshooting services.	List of technical employees/resources with related CVs, academic / professional / training certificates and experience certificates.	

Instructions:

- Responses against ALL questions MUST be in "YES" or "NO" only and respective Checkboxes should accordingly be tick (✓).
- Responses against ALL questions MUST be in affirmative ("YES") for applicants to qualify, as such, any response in negative ("NO") shall lead to rejection of the Bid; being Non-Responsive and Non-Compliant.
- Moreover, Bank may also seek clarifications related to Evaluation Criteria and its responded documents for the Criteria being answered by the bidder as "Yes" and may also ask for additional related documents to substantiate the listed criteria or already submitted documents and response to such clarifications or document submission must be furnished by the bidder within stipulated period, otherwise respective bid will be declared as "Non-Responsive".

All documents/documentary evidence (as required) must be attached along with the Bid with proper Page/Tag references.

Note: The bank will subsequently obtain Clearance Screening of any or all responsive/qualified bidder from section compliance, duly confirmed by the Compliance Group NBP before awarding the Contract.


FOR NATIONAL BANK OF PAKISTAN
FOR THE BIDDER

SECTION–VI
SCHEDULE OF PRICES (BOQ)


FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Tender Title: CONTRACT FOR OPERATION AND MAINTENANCE SERVICES FOR HVAC PLANT AND ALL TYPE OF SPLIT AIR-CONDITIONERS INSTALLED AT NBP KEHKASHAN BUILDING, CLIFTON (INCLUDING BRANCH), KARACHI (CONTRACT TENURE: THREE YEARS).

SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)

The bidders must quote the rates for the complete Scope of Services specified in the Appendix–A to Bid of Section IV and in accordance with other terms and conditions mentioned in the bidding documents.

Sr. No.	Description	Monthly Fee (Rs.) (a)	Annual Fee (Rs.) (b) = (a) x 12
	Bid Price for the following Years:		
1.	For First (1 st) Year		
2.	For Second (2 nd) Year		
3.	For Third (3 rd) Year		
	Total Bid Price for Three (03) Years in (Rs.):		

(In words: _____ only)

Note:

1. All the applicable Govt./Provincial Taxes, EOBI Charges and Social Security Charges and liabilities including overheads, transportation charges etc. or other levies payable by the Bidder under the Contract as per Scope of Services, or for any other cause shall be included in the **total Bid price** submitted by the Bidder. (No variations in any context will be applicable during the Contract Duration).
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Since participating bidders are required to ensure compliance with relevant laws, NBP may ask any or all the bidders, whose financial bid will be opened for detailed breakup of financial bid to ascertain the economic viability.
4. While assessing economic viability, if NBP found that cost quoted by the technically qualified bidder is not workable to comply with the provisions of contract, NBP reserves the right to reject such bid/s.

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

EVALUATION CRITERIA**B: Evaluation Criteria Details**

S. No.	Criteria	Document Submission Requirements	To be Filled by Bidder (Yes/No)
B-I	<u>BIDDER'S ELIGIBILITY</u>		
1	Bidder must be on Active Taxpayer List of FBR.	FBR Online Verification Document	
2	Bidder must have active status on Sindh Revenue Board (SRB) for Sales Tax on Services.	SRB Online Verification Document	
3	Bidder must have valid registration with Pakistan Engineering Council (PEC) in Financial Category C-6/O-6 or above with Specialization Code: ME-01.	Valid PEC Certificate	
4	No Conflict of Interest	Form of Bid as per format specified in Form B2 of Section-V on Bidder's letterhead.	
5	An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past and he will comply with related Govt. regulations.	Non-Blacklisted Affidavit/Undertaken as per format specified in Form B4 of Section-V on Stamp Paper.	
B-II	<u>BID RESPONSIVENESS</u>		
1	Bid Security in pursuant with Clause ITB. 22.	Bid Security Instrument to be uploaded on EPADS and Original to be submitted before Bid Submission deadline.	
2	Authorization for the Signatory of the Bid in accordance with ITB Clause: 6.1 & 14.1(a). (Provided the Signatory of the bid is not the Owner/CEO/Proprietor etc. of the Company)	Duly Notarized Power of Attorney authorizing the Signatory of the Bidder to sign and submit the bid as per format specified in Form B1 of Section-V	
3	Duly signed & stamped Bidding Documents.	Complete Bidding Documents, duly signed & stamped by the Signatory of the Bidder.	
4	Bidder's Information	Bidder's Information as per format specified in Form B5 of Section-V.	
B-III	<u>BIDDER'S QUALIFICATION</u>		
1	General Experience of the Bidder: Bidder should have minimum of five (05) years of operation & Maintenance Services experience for HVAC Chiller Plant.	Letter of Contract Award(s) or Contract Agreement(s) for the completed Annual Operation & Maintenance Services Contract establishing that bidder has been providing similar services since last five (05) years.	
2	Particular Experience: The bidder shall have completed minimum two annual Contracts of for HVAC Chiller Plant (100Tr or above rating) during last three Years.	Letter of Contract Award or Contract Agreement for related & completed Annual Operation & Maintenance Services Contracts.	
3	Presence of bidder in Karachi: Bidder should have its Main or Branch Office in Karachi.	Any printed letterhead of the bidder or any other document, showing complete address of such Office in Karachi.	
4.	Service Team: Bidder should submit details of its technical service team for maintenance & troubleshooting services.	List of technical employees/resources with related CVs, academic / professional / training certificates and experience certificates.	

Instructions:

- Responses against ALL questions MUST be in "YES" or "NO" only and respective Checkboxes should accordingly be tick (✓).
- Responses against ALL questions MUST be in affirmative ("YES") for applicants to qualify, as such, any response in negative ("NO") shall lead to rejection of the Bid; being Non-Responsive and Non-Compliant.
- Moreover, Bank may also seek clarifications related to Evaluation Criteria and its responded documents for the Criteria being answered by the bidder as "Yes" and may also ask for additional related documents to substantiate the listed criteria or already submitted documents and response to such clarifications or document submission must be furnished by the bidder within stipulated period, otherwise respective bid will be declared as "Non-Responsive".

All documents/documentary evidence (as required) must be attached along with the Bid with proper Page/Tag references.

Note: The bank will subsequently obtain Clearance Screening of any or all responsive/qualified bidder from section compliance, duly confirmed by the Compliance Group NBP before awarding the Contract.


FOR NATIONAL BANK OF PAKISTAN
FOR THE BIDDER

CONSTRUCTION EXPERIENCE

Form EXP - 4.1 General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of EMPLOYER: _____ Address: _____	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name (if any): _____

Bid Reference No. (if any) and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	PKR equivalent			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
EMPLOYER's Name:				
Address:				
Telephone/fax number				

	Information
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____
3. Key Requirement no 3 in accordance with 4.2 (c): _____
4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel**

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of Employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [insert either “Contractor’s Representative” or “Key Personnel” as applicable] , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day/month/year): _____

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	Source of financing	Amount (Eq. PKR)
1		
2		
3		

Past Experience / Contracts

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



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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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)

<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
☐ 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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Supplier"]</i> Court/ arbitral award decision: <i>[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</i>	<i>[insert amount]</i>

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 statements¹ 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
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		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.