

Standard Bidding Document

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE (Non-Consultancy Services)

National

Single Stage-One Envelope



July 22, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Head Office (National Engineering Services Pakistan (NESPAK))** has reserved Funds for the procurement planned for FY **2026-27**. The **Head Office (National Engineering Services Pakistan (NESPAK))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE**" with the reference of "**P68819**"
2. The **Head Office (National Engineering Services Pakistan (NESPAK))** 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, Call at Deposit, 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/68819>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, August 6, 2026 03:00 PM**. E-bids will be opened on the same day at **Thursday, August 6, 2026 03:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new

version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>.

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

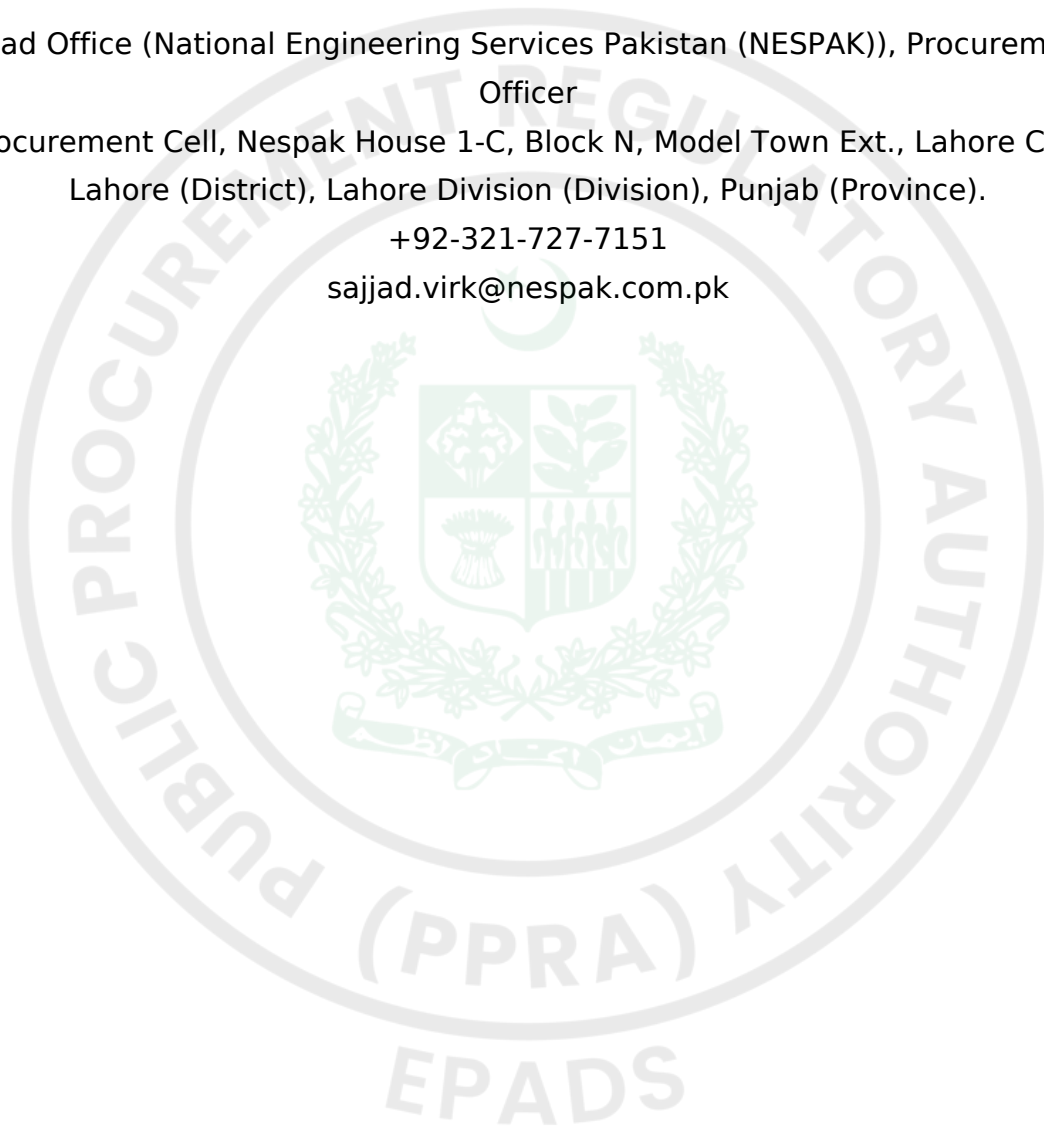
7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

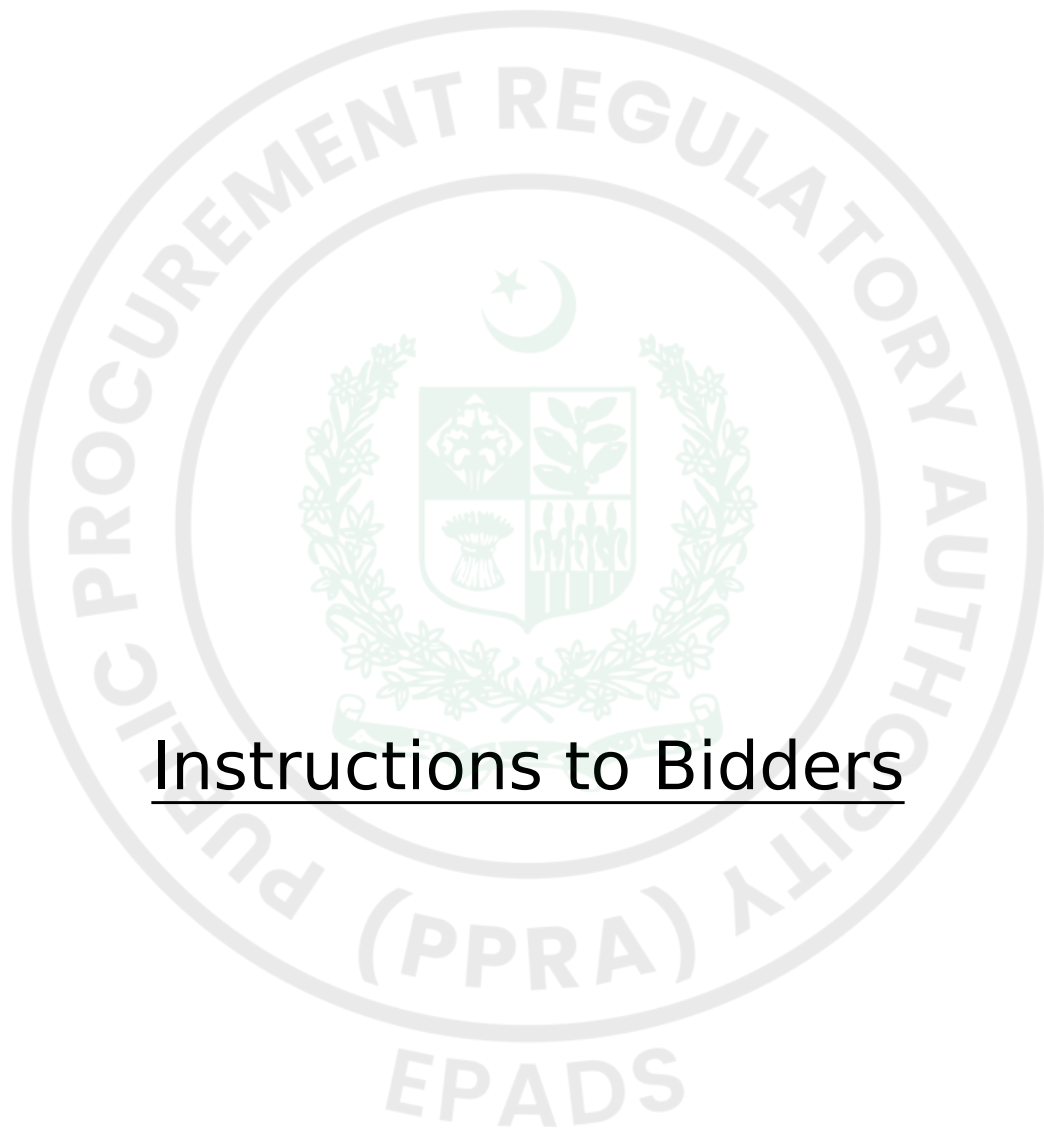
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Instructions to Bidders

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

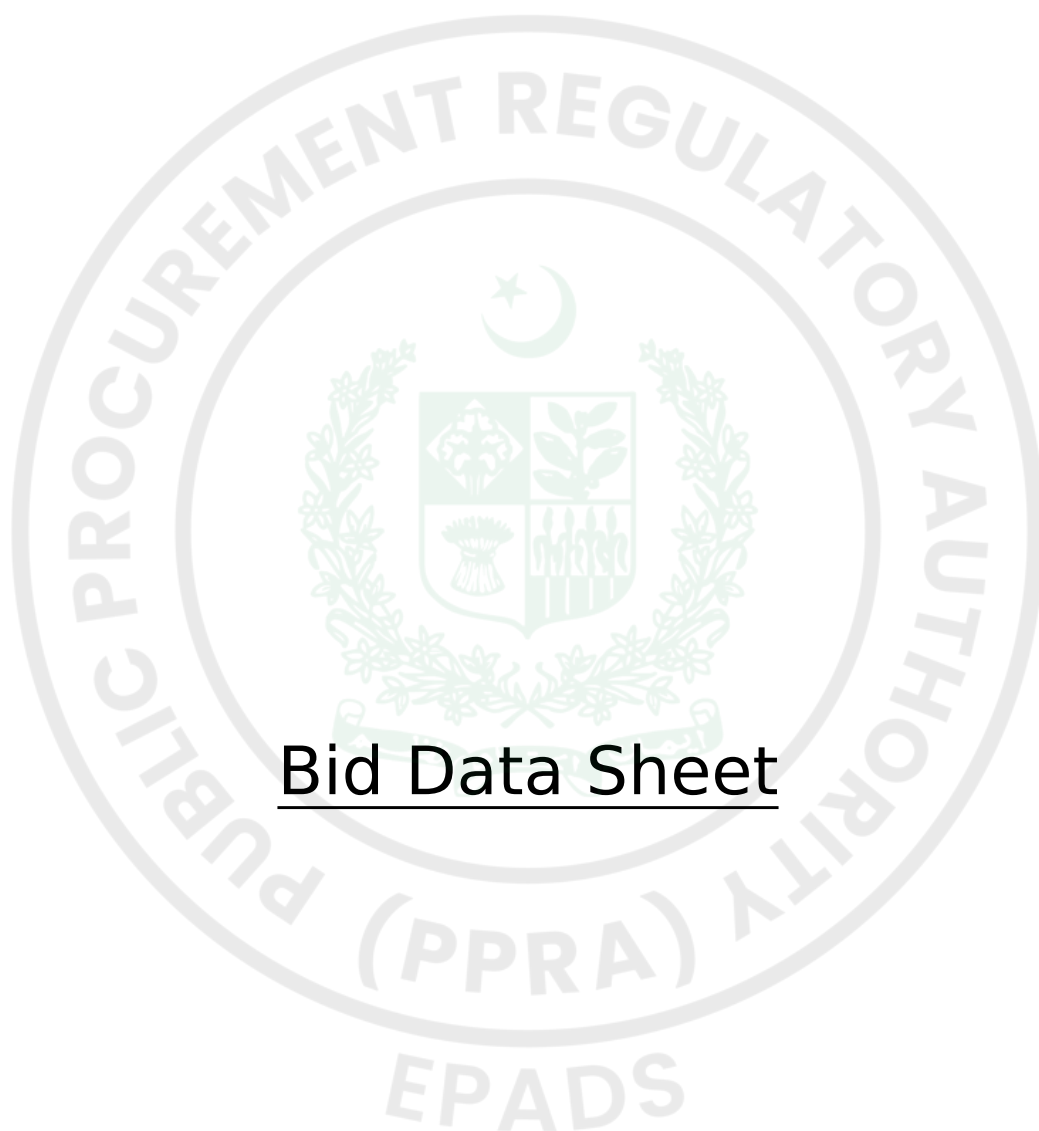
H. Blacklisting/ Debarment

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: **Head Office (National Engineering Services Pakistan (NESPAK))**

The subject of procurement is: **OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE**

Expected commencement date: **Wednesday, October 7, 2026**

BDS Clause Number 2

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

Name and identification number of the Contract: **P68819**

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: Saturday, August 1, 2026

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Head Office (National Engineering Services Pakistan (NESPAK))** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid:

1. Covering Letter along with proof of purchase of Bidding Documents.(b) Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.(c) Appendices (A to H) to Bid and Appendix B to ITB duly filled and signed, in accordance with the instructions contained therein.(d) Schedule of Prices completed in accordance with Clauses IB.11 and 12.(e) Bid Security furnished in accordance with Clause IB.15.(f) Power of Attorney in accordance with Clause IB 17.5.
2. (g) Joint Venture Agreement (Not Applicable). (h) Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted. (i) Documentary evidence established in accordance with Clause IB.14 that the Goods and Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents.
3. (j) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.

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: **90 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, Call at Deposit, 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;

Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

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

The deadline for Bids submission is: **Thursday, August 6, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

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

Day : **Thursday**

Date: **Thursday, August 6, 2026**

Time : **03:30 PM**

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: **10.00%**.

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

21.

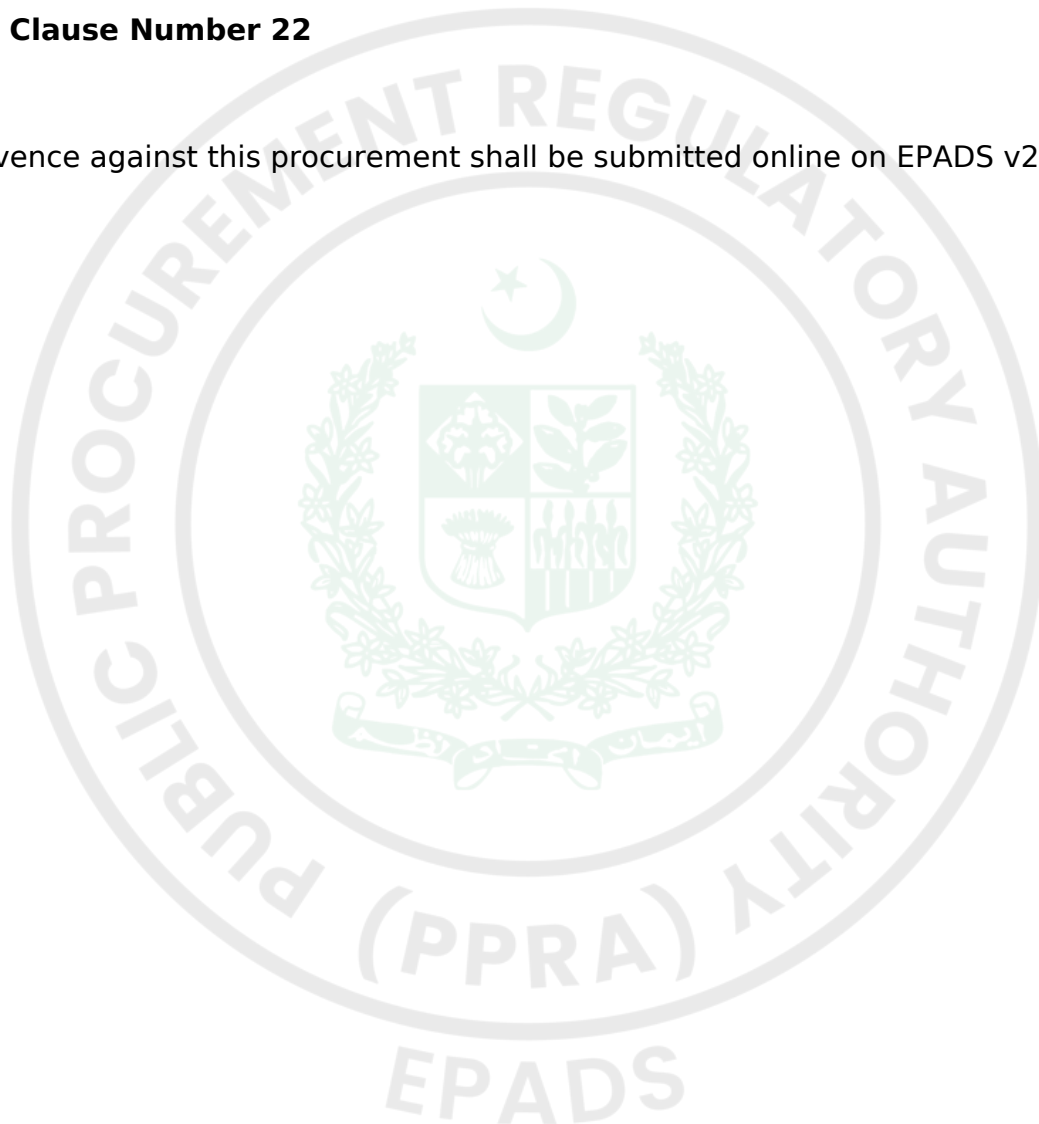
51.1

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)	Punjab (PRA)
Company (Public Limited)	PEC
Company (Holding Company)	
Company (Limited by Guarantee)	
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Eligibility Criteria	Document
Duly licensed by the Pakistan Engineering Council (PEC) in the category O-6 or higher (in specialization code ME-01).	Yes
Registered with Income Tax Department and is on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR).	Yes

All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.	Yes
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Evaluation Criteria

Least Cost Based Selection (LCBS)



Required Services

Lot Title : OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Bid Security : 600000 PKR

Position	Delivery Schedule	Quantity
Operation & Maintenance services charges/cost per month for the first contract year (1-12).	Address: Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 365 Days Quantity: 12/month	12/month
Operation & Maintenance services charges/cost per month for the second contract year (13-24).	Address: Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 365 Days Quantity: 12/month	12/month

Position	Delivery Schedule	Quantity
Operation & Maintenance services charges/cost per month for the second contract year (25-30).	Address: Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province). Schedule: 180 Days Quantity: 6/month	6/month



Related Services :

Yes

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Position	Related Services
Operation & Maintenance services charges/cost per month for the first contract year (1-12).	Operation and Maintenance
Operation & Maintenance services charges/cost per month for the second contract year (13-24).	Operation and Maintenance
Operation & Maintenance services charges/cost per month for the second contract year (25-30).	Operation and Maintenance

Services Specifications

Lot Title : OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Position: Operation & Maintenance services charges/cost per month for the first contract year (1-12).

Specifications / Requirements:

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Position: Operation & Maintenance services charges/cost per month for the second contract year (13-24).

Specifications / Requirements:

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Position: Operation & Maintenance services charges/cost per month for the second contract year (25-30).

Specifications / Requirements:

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

Scope of Work

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APPENDIX-A TO BID

SCOPE OF SERVICES

Operator shall perform each of the Services listed in this Appendix A in accordance with the standards required under Sub-Clause 3.2 of GCC.

I. Programs

In addition to those responsibilities described in the Contract, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Owner's approval and which are included in the "Services" to be provided by the Operator.

- A. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- B. The program for communicating and cooperating with Owner and governmental agencies.
- C. The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.
- D. The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements.
- E. Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- F. The Project operations and monitoring program which provides the requirements for:

1. Monitoring of Project Performance
2. Monthly Project Performance Calculations and Report
3. Monthly Fuel Consumption Calculations and Report
4. Project Permitting and Environmental Reporting
5. Shift Routines / Operating Practices
6. Control of Equipment
7. Project Chemistry Control and Water Treatment
8. Training Programs
9. Operator Qualifications
10. Operating Procedures
11. Status of Major Equipment

G. The maintenance program which provides the requirements for:

1. Maintenance Planning
2. Maintenance Procedures
3. Preventive Maintenance
4. Predictive Maintenance

A-2

5. Maintenance Training

H. The materials management program which provides the requirements for:

1. Procuring Materials and Tools
2. Inventory Levels and Control
3. Renewal of Inventories

I. The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.

J. The housekeeping / cleanliness program which provides the requirements for:

1. Hazardous Material Control
2. General Project Cleanliness

3. Equipment Condition Inspections

4. Hazardous Waste Program

K. The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

L. The records management program for maintaining the traceability and documentation of Project performance.

M. The Project safety program which provides the requirements for establishing:

1. Safety Monitoring
2. Accident Prevention Program
3. Accident Reporting

N. Monthly and yearly reporting systems of Project performance to Owner.

O. The security program for maintaining the security of the Project and surrounding area.

II. Specific Requirements

Operator's scope of Services is based on the Project design as described in certain of the Project Agreements, the Project Operating Manuals, vendor manuals and design/as built drawings. Operator will prepare Annual Project Operating Plans, which, in part, will define the operations procedural requirements for the Project to meet the requirements of the Project Agreements. Operator, as part of the Services, is responsible for:

A. Providing such trained personnel as is reasonably necessary to operate and maintain the Project and provide the Services set forth in this Agreement.

B. Operating and maintaining the Project in accordance with the approved Annual Project Operating Plan.

C. Submitting an Annual Project Operating Plan. Not later than ninety (90) days prior to the first day of each Contract Year, Operator will submit an Annual Project Operating Plan to Owner.

In addition to the requirements set forth in Sub-Clause 6.2 of GCC (Annual Operating

A-3

Budget and Plan), the Annual Project Operating Plan will detail maintenance, outage, and overhaul schedules, Project staffing, known capital and expense budget items, operating plans, and will provide the underlying assumptions used in developing the proposed budgets and anticipated availability for the period. Owner will review and approve the Annual Project Operating Plan. Such approval will become the basis for reimbursement under the Annual Budget.

D. Planning and managing on-site operations and maintenance activities, including:

1. Assuring that operational goals and operating plans are consistent with the Annual Project Operating Plan.
2. Assuring that the Project is operated in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
3. Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.
4. Assuring that the Project meets Contract, regulatory, and environmental requirements set forth in the Project Agreements or otherwise identified by the Owner or Operator.
5. Managing and controlling costs consistent with budget requirements.
6. Planning, scheduling and managing work and maintenance activities.
7. Defining and documenting operational technical requirements.
8. Defining and delineating responsibilities between Operator and Owner and identifying reporting requirements.
9. Establishing labor relations and personnel programs that will meet state federal and provincial requirements and encourage employee retention.
10. Maintaining a current inventory of materials and procuring all Services, spare parts, operational materials, consumables, office equipment, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost, quantity and need date. The cost of any item or service shall be

reimbursed by Owner in accordance with this Agreement.

11. Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.

12. Maintaining Project performance levels by using routine system and component performance testing.

13. Maintaining a file of preplanned outage-related work to allow for efficient use of any forced outage downtime.

14. Establishing open purchase order or Contract agreements with Project equipment vendors, industrial suppliers, jobbers, and maintenance contractors in accordance with Project Agreements to ensure timely response to Project maintenance needs in compliance with Public Procurement Rules, 2004 (in case of federal funding source).

15. Promptly notifying Owner in writing of any teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.

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E. Performing such other tasks which Operator deems appropriate, from time to time, in connection with operation of the Project.

F. Performing such other tasks and Services Which Owner may reasonably request from time to time in connection with operation of the Project.

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: Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).

The Supplier is:

The title of the subject procurement is: OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

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:

Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer
Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore
Division (Division), Punjab (Province).

+92-321-727-7151

sajjad.virk@nespak.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:

Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer
Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore
Division (Division), Punjab (Province).
+92-321-727-7151
sajjad.virk@nespak.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 **0.10% to 10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of 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.: **P68819**

To: **Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE (P68819)** 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.

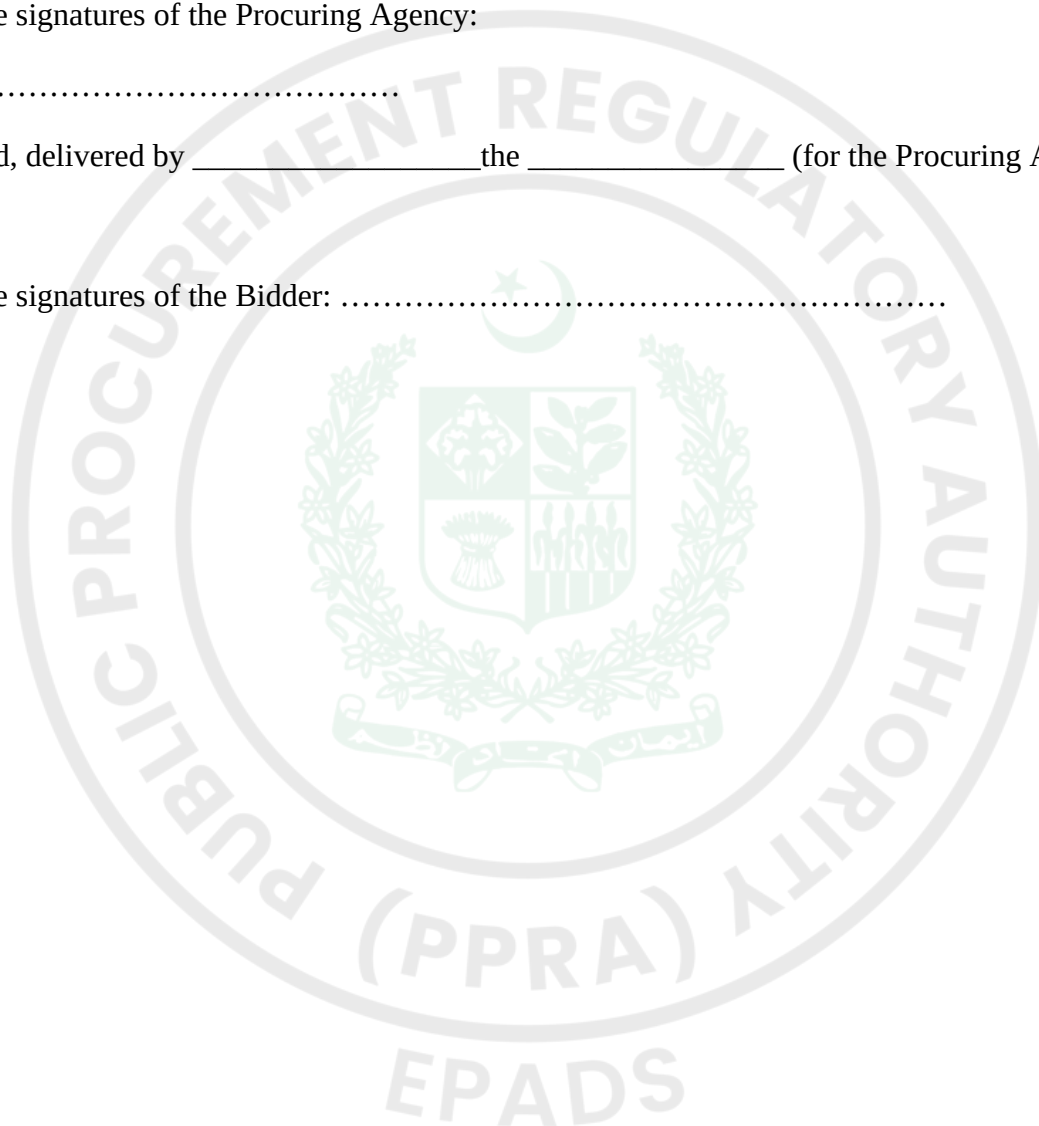
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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: **Head Office (National Engineering Services Pakistan (NESPAK)), Procurement Officer Procurement Cell, Nespak House 1-C, Block N, Model Town Ext., Lahore City, Lahore (District), Lahore Division (Division), Punjab (Province).**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

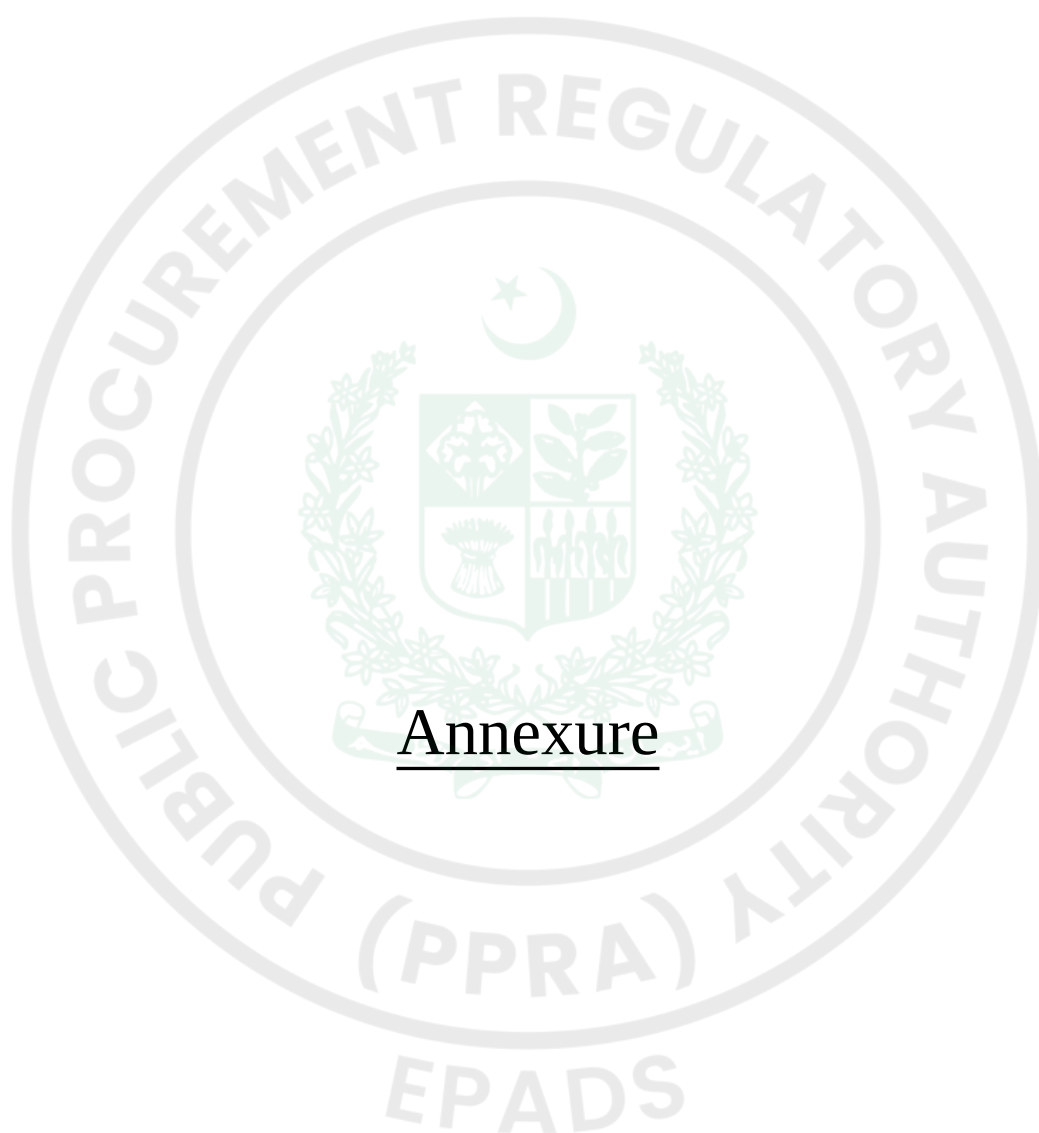
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Bidding Document

<https://nespak.com.pk/Advertisement.html>

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Document** (page number: 76)





Procurement Forms

Past Construction Experiences

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 176)

Contractor's Key Personnel Representative and Their Schedules

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 182)

Financial Resources

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 186)

Past Experience and Completed Contracts

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 187)

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

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 188)

Current Contracts and Their Progress

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 190)

Financial Capacity and Net Worth Evaluation Form

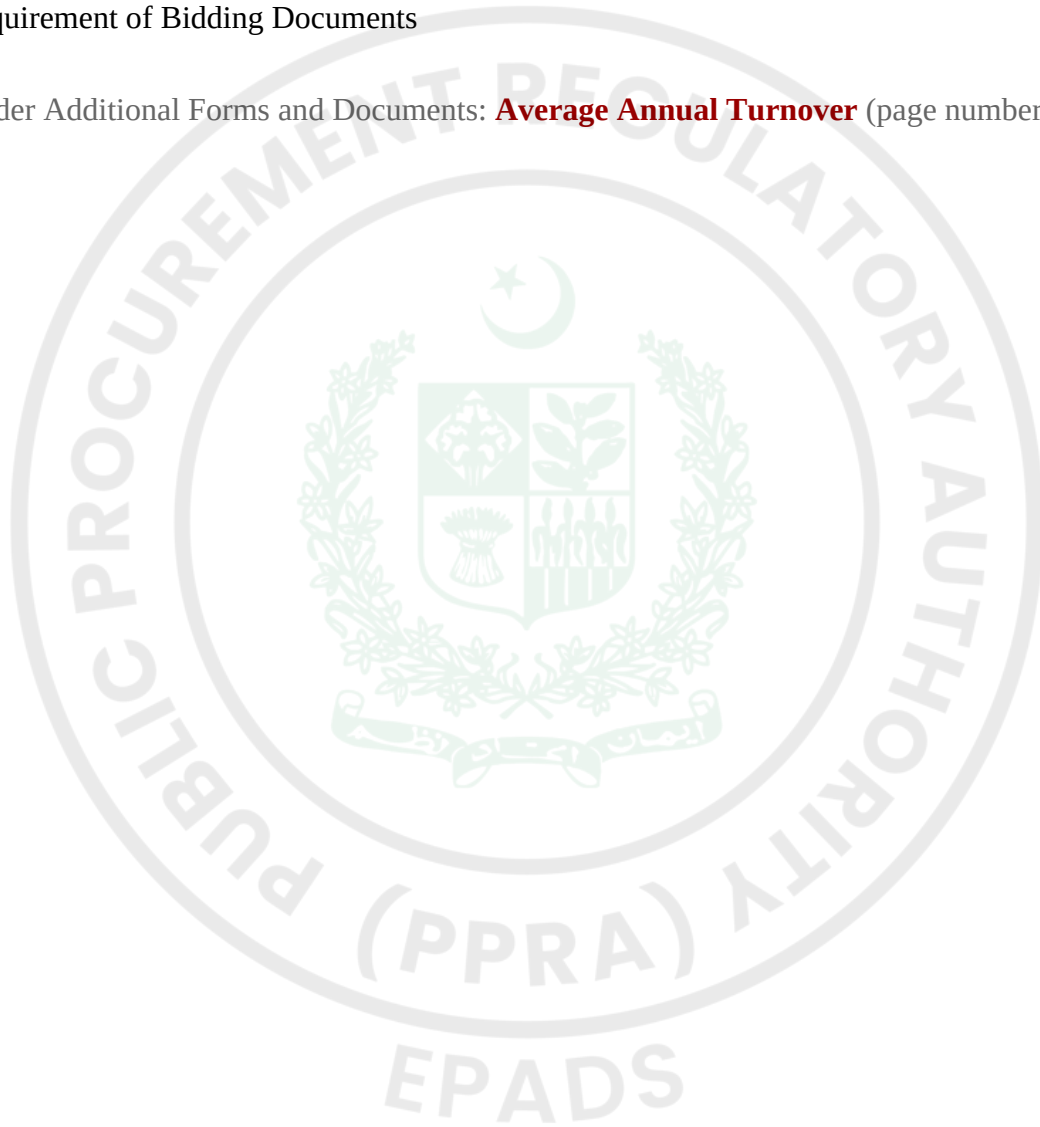
As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 191)

Average Annual Turnover

As per the requirement of Bidding Documents

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 193)







Additional Forms and Documents

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

BIDDING DOCUMENTS FOR OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

- Invitation to Bid
- Instructions to Bidders
- Appendices to Instructions to Bidders
- Form of Bid & Appendices to Bid
- Schedule of Prices
- General Conditions of Contract
- Particular Conditions of Contract
- Standard Forms
- Special Provisions
- Technical Provisions
- Operation & Maintenance Proformas

July 2026



NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
NESPAK IEEEEP BUILDING, 17-C-1, CIVIC CENTRE, FAISAL TOWN, LAHORE–PAKISTAN

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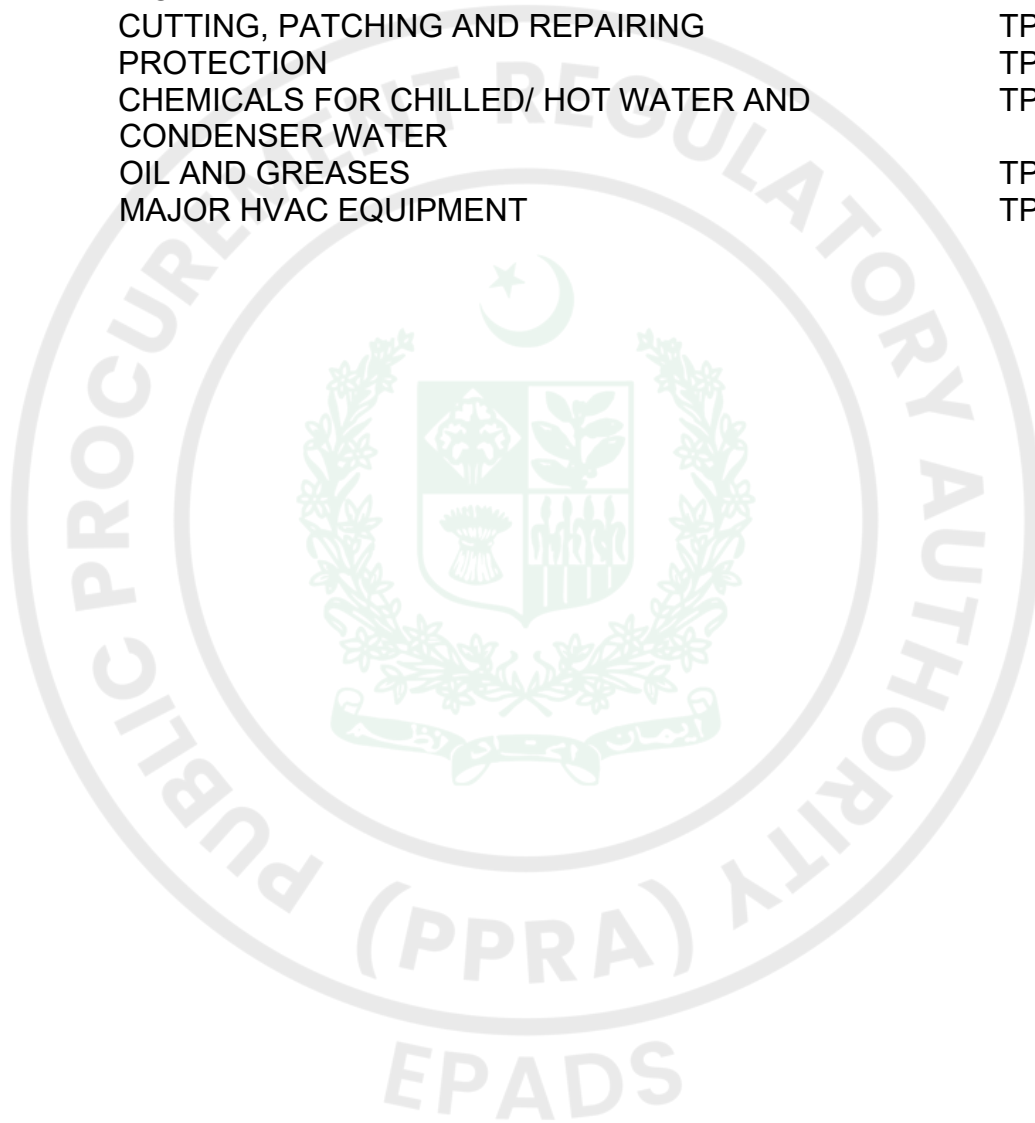
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**BIDDING DOCUMENTS FOR
OPERATION AND MAINTENANCE (O & M)
OF
HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM
AT
NESPAK HOUSE, LAHORE**

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**OPERATION AND MAINTENANCE (O & M)
OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM
AT NESPAK HOUSE, LAHORE**

INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. National Engineering services Pakistan (Pvt.) Ltd. (NESPAK) (the “Employer”) has arranged funds from its own resources towards the cost of O&M of HVAC System at NESPAK House, Lahore and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for the O&M of said HVAC works. Bidding is open to all eligible Bidders.
2. The Employer invites electronic bids through EPADS on single stage one envelope bidding procedure basis from eligible bidders duly licensed by *Pakistan Engineering Council in category O-6 or higher (in specialization code ME-01)*, registered with Income Tax Department, and who are on Active Taxpayers List of the Federal Board of Revenue.
3. e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (www.eprocure.gov.pk).
4. Bids must be accompanied by a Bid Security in the amount of PKR 600,000 (Pak Rupees Six Hundred Thousand only) must be submitted by using EPADS on or before 1500 hours, on August ____, 2026. Manual bids, shall not be accepted. Electronic Bids will be opened at 1530 hours on the same day, in the presence of bidders’ representatives who choose to attend at the same address. This invitation is also available on websites of National Engineering services Pakistan (Pvt.) Ltd. (www.nespak.com.pk) and PPRA (www.ppra.org.pk).
5. Bidders wishing to offer discounts, shall be allowed to do so, provided those discounts are included in the Bids on EPADS.
6. Scanned copies of all documents as mentioned in the Bidding Documents shall be uploaded through E-PADS while submitting e-bid. However, original Bid Security instrument amounting to PKR 600,000 must be submitted to below mentioned office, on or before the deadline for submission of Bids stated herein above otherwise such Bid(s) shall be rejected.

**Manager General Services
CAC & HR Division,
NESPAK House 1-C, Block-N,
Model Town Extension, Lahore-54700.
Tel: 042-99231944 / 99090000, Ext: 545
Fax: 042-99231950
Email: hishamkhalid@gmail.com**

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (hereinafter called "the Owner") wishes to receive bids for the following scope of Works/Services:

"Operation and maintenance of Central Heating, Ventilation and Air Conditioning (HVAC) System including all its accessories/peripheral equipment at NESPAK House, Lahore".

Bidders must quote for the complete scope of Works/Services. Any bid covering partial scope of Work/Services will be rejected as non-responsive, pursuant to Clause IB.24.

This bidding process is being conducted through EPADS on single stage one envelope bidding procedure.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the category **O-6 or higher (in specialization code ME-01)**.
- b) Registered with Income Tax Department and is on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR).
- c) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.

IB.3 Eligible Goods and Services

3.1 All Goods and Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its respective bid and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

- 5.1 In addition to Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.7.

1. Instructions to Bidders with Appendices to ITB
2. Form of Bid & Appendices to Bid

Appendices to Bid are the following:

- (i) Appendix A: Scope of Services
 - (ii) Appendix B: Reimbursable Costs
 - (iii) Appendix C: Notice and Communication Protocols
 - (iv) Appendix D: Works/Services to be performed by Subcontractors (Not Used)
 - (v) Appendix E: Method of Performing Works/Services
 - (vi) Appendix F: Proposed Organization
 - (vii) Appendix G: Integrity Pact
 - (viii) Appendix H: List of Equipment
3. Schedule of Prices
 4. General Conditions of Contract, Part-I (GCC)
 5. Particular Conditions of Contract, Part-II (PCC)
 6. Standard Forms
 - (i) Form of Bid Security
 - (ii) Form of Contract Agreement
 - (iii) Form of Performance Security
 7. Special Provisions
 8. Technical Provisions
 9. Operations and Maintenance (O&M) Performas.

- 5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

- 6.1 Any request for clarification from the bidder to be uploaded through EPADS, and the Employer shall respond on EPADS.

The Bidders are requested to submit questions, if any, in writing on EPADS so as to reach the Employer not later than five (5) days prior to the deadline for the submission of bids.

Owner:

Manager General Services/ CAC&HR Division,
NESPAK House 1-C, Block-N, Model Town Extension, Lahore-54700.
Tel: 092-42-99231919 / 99090000, Ext: 211,
Fax:0092-42-99231950

Owner will examine the request for clarification of the Bidding Documents which it receives not later than five (05) days prior to the deadline for the submission of bids on EPADS and if needed will issue the clarification/amendment of the Bidding Documents at least three (3) days before the date of submission of Bids on EPADS (without identifying the source of enquiry but including its description) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum through EPADS.
- 7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 5.1 hereof, through EPADS. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer on EPADS. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.
- 7.3 Such addendum shall be issued not later than three (03) days prior to the deadline for submission of bids, To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Owner may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged by the Bidder and the Owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in any other language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) Covering Letter along with proof of purchase of Bidding Documents.
- (b) Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.
- (c) Appendices (A to H) to Bid and Appendix B to ITB duly filled and signed, in accordance with the instructions contained therein.
- (d) Schedule of Prices completed in accordance with Clauses IB.11 and 12.
- (e) Bid Security furnished in accordance with Clause IB.15.
- (f) Power of Attorney in accordance with Clause IB 17.5.
- (g) Joint Venture Agreement (Not Applicable).
- (h) Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.
- (i) Documentary evidence established in accordance with Clause IB.14 that the Goods and Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents.
- (j) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.

IB.10 Form of Bid and Schedules

- 10.1 The Bidder shall complete, sign and seal the Form of Bid, Appendices (A to H, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.
- 10.2 Not used.

IB.11 Bid Prices

- 11.1 The Bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the Works/Services to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.
- 11.2 The Bidder shall fill in rates and prices for all items of the Works/Services described in the Schedule of Prices. Items against which no rate or price is entered by a Bidder will not be paid for by the Owner when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 11.3 The Bidder's separation of price components in accordance with Sub-Clause 11.1 above, will be solely for the purpose of facilitating the comparison of Bids by the Owner and will not in any way limit its right to Contract on any of the terms offered.

- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.
- 11.5 Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid and Payment

- 12.1 Prices shall be quoted in the following currencies:

- (a) For Services which the Bidder will provide, the prices shall be quoted in the Pak. Rupees only.
- (b) Not used

12.2 Not used

12.3 Not Used

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its Bid, documents, satisfactory to the Employer of his capability and adequacy of resources to carry out the Contract effectively.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is eligible as defined under Clause IB.2.
- 13.3 To be qualified for award of the Contract, the Bid shall include the following information:
- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business written power of attorney of the signatory of the Bid to commit the Bidder
 - b) The Bidder should have an average annual turnover in the last three years equal to PKR five (05) Million (supportive documents including Bank Statements, updated audited Balance Sheets for last three (03) years. The latest financial statement shall be provided with verifiable UDIN and Bank Credit line to be submitted with the Bid). Alternatively, the Bidder should have successfully completed in the last ten (10) years any specific project having value equal to or higher than the total Bid Price;
 - c) The Bidder has the financial and technical capability necessary to perform the Contract; and is able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.

- d) Performance as prime Constructor/Operator on Works/Services of a similar nature and volume undertaken over the last ten (10) years, and details of other works in hand and contractual commitments; (Supporting documents work order, completion certificates etc., to be submitted with the Bid).
 - e) Information regarding any current litigation in which the Bidder is involved, the parties concerned, and disputed amount; and
- 13.4 (a) Bidder must possess at least ten (10) years in similar Services and provide evidence of the following experience.
- The Bidder shall certify the capacity and capability for performing the Operation and Maintenance Works/Services, qualified man-power and production/delivery of quality materials according to bid specifications and delivery requirements. Bidder shall submit with the Bid all necessary documentation in this regard. The Owner will have the right to verify the particulars regarding the system and other related information furnished with the Bid and the Bidder thereof shall be liable for disqualification in the event of any misstatement/misrepresentation on their part.
- The Bidder shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions).
- 13.5 Joint Venture
- Not Applicable. The Bidder shall submit the Bid in its sole capacity.
- IB.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the Bidder proposes to perform under the Contract.
- 14.2 Not Used.
- 14.3 The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
- a) A detailed description of the Goods/Services, essential technical and performance characteristics.
 - b) Complete set of technical information, description data, literature and drawings as required in accordance with Appendix A to Bid, Scope of Services. This will include but not to be limited to the following:
 - (i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.

- (ii) Details of equipment and machinery with capacity.
 - (ii) Any other information which is required for evaluation purposes.
 - c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Owner in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his bid, a Bid Security for an amount of **PKR 600,000** (Pak Rupees Six Hundred Thousand only).. Scanned copy of Bid Security to be attached on EPADS with Bid & original shall be submitted to the officer specified in the Invitation for Bid before the Bid Submission deadline, failing which such bid(s) shall be rejected.
- 15.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call/Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Owner valid for a period twenty-eight (28) days beyond the bid validity date.
- 15.3 The Bid Security is required to protect the Owner against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Owner as non-responsive, pursuant to Clause IB.24.
- 15.5 The bid securities of unsuccessful Bidders will be returned upon award of the Contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
- (a) If a Bidder withdraws his bid during the period of bid validity; or
 - (b) If a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof
 - (c) If the Bidder is found in corrupt and fraudulent practices; or

- (d) In the case of a successful Bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause IB.34, or
 - (ii) Sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for Ninety (90) days after the date of bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original bid validity period, the Owner may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiture of his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.17 Format and Signing of Bid

- 17.1 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.
- 17.2 All Appendices to Bid are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 17.4 Not Used.
- 17.5 The shall be signed by a person or persons duly authorized to sign . This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Owner, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 17.8 Bidders should retain a copy of the Bid as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each bidder shall submit his bid on EPADS only and shall bear the Project/Contract name, Operation and maintenance of Central Heating, Ventilation and Air Conditioning (HVAC) System including all its accessories/peripheral equipment at NESPAK House, Lahore.

18.2 Not Used.

18.3 Not used

18.4 Not Used.

18.5 Not Used

IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer through EPADS not later than the time and date stipulated in the Invitation for Bids.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than EPADS.

(c) Not Used

(d) Not Used.

19.2 Bids submitted through fax or e-mail shall not be considered.

19.3 The Owner may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.7 on EPADS, in which case all rights and obligations of the Owner and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1 (a) If a Bidder fails to submit its Bid through EPADS, his Bid shall be considered as "not submitted".

(b) Not Used.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 A Bidder may modify, substitute or withdraw his Bid on EPADS after Bid submission, prior to the deadline for submission of Bids.

21.2 The modification, substitution or notice for withdrawal of any Bid shall be submitted on EPADS.

- 21.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

- 22.1 The Employer will open the Bid on EPADS, in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the Invitation for Bids. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bids shall be downloaded and opened one at a time, and the following read out and recorded:

- a) the name of the Bidder;
- b) the Bid Prices, including any discounts;
- c) the presence or absence of Bid Security with amount; and
- d) any other details as the Employer may consider appropriate.

Only discounts read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 20.1).

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 22.4 Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

- 23.1 To assist in the examination, evaluation and comparison of Bids the Owner may, at his discretion, ask the Bidder for a clarification of his Bid on EPADS. The request for clarification and the response shall be in writing on EPADS and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

- 24.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.26:

- (a) the Owner will examine the Bids to determine whether;
 - (i) the Bid is complete and does not deviate from the scope;
 - (ii) any computational errors have been made;
 - (iii) required sureties have been furnished;
 - (iv) the documents have been properly signed;
 - (v) the Bid is valid till required period;
 - (vi) the Bid prices are firm during currency of Contract if it is a fixed price bid;

- (vii) completion period offered is within specified limits;
 - (viii) the Bidder is eligible to Bid and meets the requisite qualification criteria;
 - (ix) the Bid does not deviate from basic technical requirements; and
 - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
- (i) it is unsigned;
 - (ii) its validity is less than specified;
 - (iii) it is submitted for incomplete Scope of Work;
 - (iv) it indicates completion period later than specified;
 - (v) it indicates that Works/Services and materials to be supplied do not meet eligibility requirements; and
 - (vi) it indicates that Bid prices do not include the amount of income tax.
- (c) A bid will not be considered, if;
- (i) with the original and acceptable Bid Security is not submitted to the officer specified in the Invitation for Bid before the Bid Submission deadline;
 - (ii) it is submitted by a Bidder who has participated in more than one bid;
 - (iii) it is received after the deadline for submission of bids;
 - (iv) it is submitted through fax or email;
 - (v) it indicates that prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s);
 - (vi) the Bidder refuses to accept arithmetic correction;
 - (vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.
 - (viii) It is not accompanied with duly filled in and signed/stamped Form of Bid; and
 - (ix) The Bidder does not meet the requisite qualification criteria as per Clause IB.13.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid Price entered in Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Owner in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

24.3 Prior to the detailed evaluation pursuant to Clause IB.26, the Owner will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
A material deviation or reservation is one

- (i) which affects in any substantial way the scope, quality or performance of the Works/Services.
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the Bidder's obligations under the Contract; or
- (ii) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

The Owner's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Owner, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

IB.25 Conversion to Single Currency

- 25.1 Not Used.

IB.26 Detailed Evaluation of Bids

- 26.1 The Owner will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause IB.24 as per requirements given hereunder.
- 26.2 Evaluation and Comparison of Bids
 - (a) Bids will be evaluated for each item and/or complete Scope of Works/Services.
 - (b) Basis of Price Comparison
The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.
 - (c) Technical Evaluation
It will be examined in detail whether the Goods offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the Bidder's data submitted with the bid will be compared with the specific scope of Services prescribed by the Owner and technical features/criteria of the Goods detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work/Services will also be reviewed.
 - (d) Commercial Evaluation
It will be examined in detail whether the bids comply with the major deviation/stipulation shall be taken by the Bidders.
 - (e) Evaluated Bid Price
In evaluating the bids, the Owner 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:

- (i) Making any correction for errors pursuant to Sub-Clause 24.2 hereof.
- (ii) Excluding Provisional Sums, if any, but including priced Daywork.
- (iii) Making an appropriate adjustment for any other acceptable variation or deviation.

26.3 Evaluation Methods

Pursuant to Sub-Clause 26.2, Para (e) (iii), following evaluation methods for price adjustments will be followed:

- (a) Price Adjustment for Completeness in Scope of Work/Services
 - (b) Price Adjustment for Technical Compliance
 - (c) Price Adjustment for Commercial Compliance
 - (d) Price Adjustment for Deviations in Terms of Payment
- (i) Price Adjustment for Completeness in Scope of Work/Services

The adjustments for completeness in Scope of Works/Services will be added to the Corrected Total Bid Price for comparison purposes only and will be applied taking the highest Price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of Price from other Bidders, the Price will be estimated by other owner.

The price adjustment shall not justify any additional payment by the Owner. The price(s) of omitted item(s) shall be deemed covered by other prices in the Schedule of Prices.

- (ii) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other Bidders, the price will be estimated by the Owner.

- (iii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Owner will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

- (iv) Price Adjustment for Deviation in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Owner, mark-up earned for any earlier payments

involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the following mark-up rate of KIBOR + 2% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.

- 26.4 If the bid of the successful Bidder is seriously unbalanced in relation to the Owner's estimate of the cost of work to be performed under the Contract, the Owner may require the Bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Owner may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful Bidder to a level sufficient to protect the Owner against financial loss in the event of default of the successful Bidder under the Contract.

IB.27. Domestic Preference (Not Applicable)

IB.28 Process to be Confidential

- 28.1 Subject to Clause 23 heretofore, no Bidder shall contact Owner on any matter relating to his Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Owner. The evaluation result shall be announced at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 28.2 Any effort by a Bidder to influence Owner in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (05) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.29. Post-Qualification (Not Used)

IB.30 Award Criteria

- 30.1 Subject to Clause IB.32, the Owner will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price (most advantageous Bid), provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.2 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Owner's Right to Vary Quantities (Not Used)

IB.32 Owner's Right to Reject all Bids

- 32.1 Notwithstanding Clause IB.30, the Owner reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Owner's action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.
- 32.2 No negotiations with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Owner may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

IB.33 Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Owner, the Owner will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Owner will pay the Operator in consideration of the execution and completion of the Works/Services by the Operator as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Owner and the Bidder till signing of the formal Contract Agreement.
- 33.3 Upon furnishing by the successful Bidder of a Performance Security, the Owner will promptly notify the other Bidders that their bids have been unsuccessful and return their bid securities.

IB.34 Performance Security

- 34.1 The successful Bidder shall furnish to the Owner a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Seven (07) days after the receipt of Letter of Acceptance.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

- 35.1 Within three (03) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful Bidder shall depute his representative duly authorized for formal signing of the Contract Agreement.
- 35.2 Not Used.

G. ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

- 36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

- 38.1 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. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/Services.

IB.39 One Bid per Bidder

- 39.1 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.41) will be disqualified and bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to Inform Himself

- 40.1 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/Services.

IB.41 Alternate Proposals by Bidder

- 41.1 Not Used.
41.2 Not Used.

IB.42 Local Conditions

- 42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Owner will assist the Bidder wherever practicable and possible.

IB.43 Pre-Bid Meeting

A Pre-Bid meeting shall be held, if required and notified by the Owner, on EPADS office of:

Manager General Services/ CAC&HR Division,
NESPAK House 1-C, Block-N, Model Town Extension, Lahore-54700
Tel: 092-42-99231919 / 99090000, Ext: 211,
Fax:0092-42-99231950

to clarify and answer any questions on matters related to Bidding Documents. Minutes of the Pre-Bid meeting shall be issued to all prospective Bidders on EPADS.

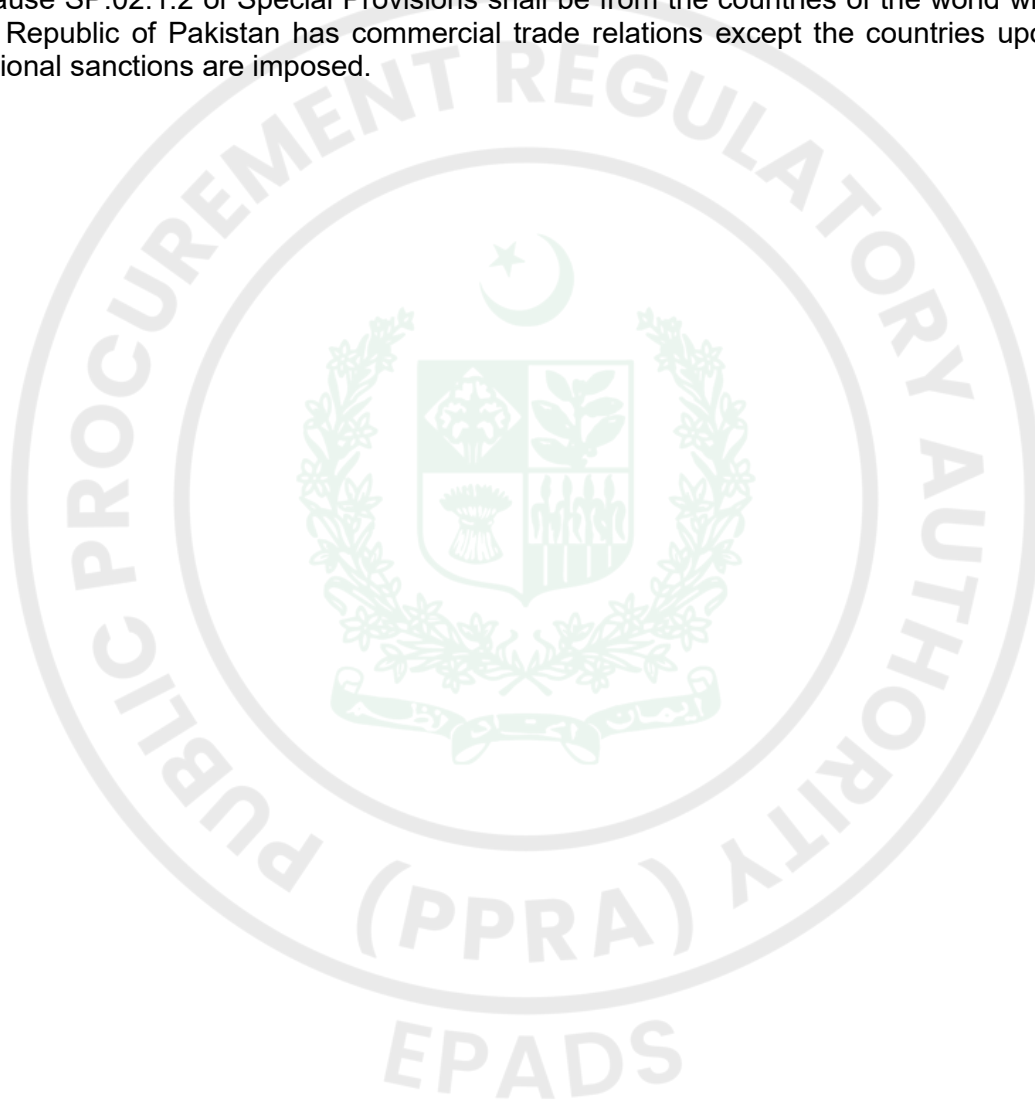
IB.44 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.



NAME OF ELIGIBLE COUNTRIES

All Services to be provided by the operator under this Contract shall be from within Pakistan. The Good/Spare parts if required to be supplied by the operator under this Contract pursuant to Sub-Clause SP.02.1.2 of Special Provisions shall be from the countries of the world with whom Islamic Republic of Pakistan has commercial trade relations except the countries upon which international sanctions are imposed.



EVIDENCE OF BIDDER'S CAPABILITY

The Appendix B contains the following forms:

- i. General Information;
- ii. General Experience Record;
- iii. Joint Venture Summary (Not Used);
- iv. Particular Experience Record;
- v. Detail of Contracts of Similar Nature and Complexity;
- vi. Works in Progress; and
- vii. Litigation History.



Form B – 1

General Information

All individual firms applying for the said Works/Services are requested to complete the information in this form.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	
5.	Place of Incorporation/Registration	Year of incorporation/registration

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		

Form B – 2

General Experience Record

Name of Bidder

All individual firms are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed over the past three years.

Annual Turnover	
Year	Turnover (PKR)
1.	
2.	
3.	

Attach audited financial statements for the last three (03) years. The latest audited financial statement shall be provided with verifiable UDIN to establish financial soundness of the Bidder's firm.

OR

Alternatively, the Bidder should have successfully completed in the last ten years any specific project having value equal to or higher than the total Bid Price.

Form B - 3

Joint Venture Summary (NOT USED)

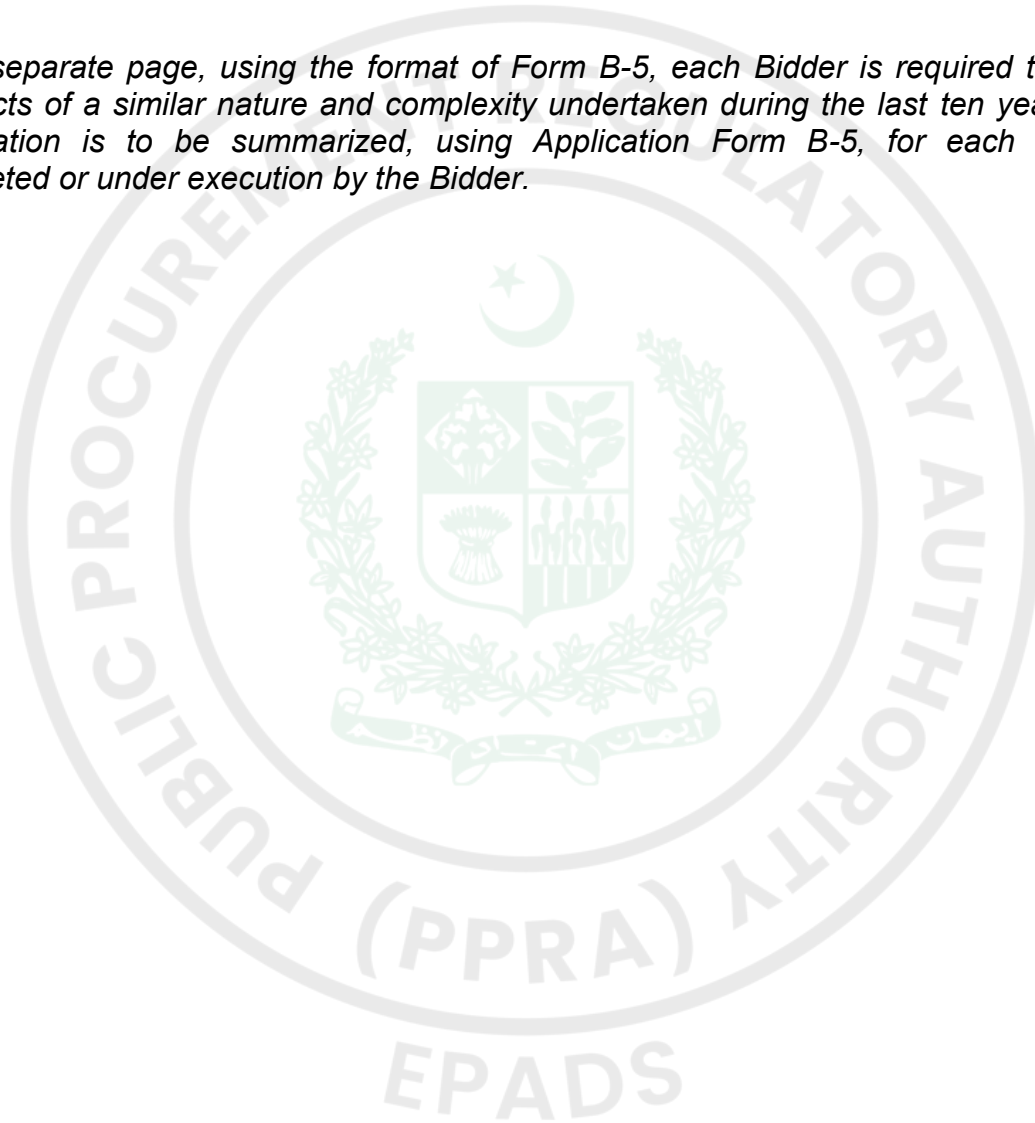


Form B – 4

Particular Experience Record

Name of Bidder

On a separate page, using the format of Form B-5, each Bidder is required to list all contracts of a similar nature and complexity undertaken during the last ten years. The information is to be summarized, using Application Form B-5, for each contract completed or under execution by the Bidder.



Form B – 5**Details of Contracts of Similar Nature & Complexity**

Name of Bidder

Use a separate sheet for each contract.

1.	Name of Contract Country
2.	Name of Employer
3.	Employer Address.....
4.	Nature of works and special features relevant to the contract for which the Bidder wishes to pre-qualify
5.	Contract Role (Tick One) (a) Sole Constructor (b) Sub-Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency Currency Currency
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) Years Months

Form B – 6**Works in Progress**

Name of Bidder

Bidders to an application 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 substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding Work (Pak Rs. Millions)	Contract Period	Estimated Completion Date
1.			
2.			
3.			
4.			
5.			
6.			

Form B - 7

Litigation History

Name of Bidder

Bidders should provide information on any history of litigation or arbitration (if any) resulting from contracts executed or currently under execution

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs.)



Domestic Goods (Value added in Pakistan)

(NOT USED)



FORM OF BID

Bid Reference No. _____

OPERATION AND MAINTENANCE (O&M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, LAHORE

To:

Manager General Services, CAC & Human Resource Division
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231919 / 99090000, Ext: 211,
Fax:0092-42-99231950
Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works/Services, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Islamic Republic of Pakistan hereby offer to execute and complete such Works/Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of PKR _____ (Pak Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Appendices to Bid attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ (PKR) _____ drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works/Services and to deliver and complete the whole of the Works/Services comprised in the Contract within the time stated in the Conditions of Contract (PCC 1.2).
5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Sub-Clause 15.15 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder making a Bid for the Works/Services.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly

authorized to sign bids for and on behalf of _____
(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation _____

SCOPE OF SERVICES

Operator shall perform each of the Services listed in this Appendix A in accordance with the standards required under Sub-Clause 3.2 of GCC.

I. Programs

In addition to those responsibilities described in the Contract, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Owner's approval and which are included in the "Services" to be provided by the Operator.

- A. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- B. The program for communicating and cooperating with Owner and governmental agencies.
- C. The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.
- D. The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements.
- E. Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- F. The Project operations and monitoring program which provides the requirements for:
 - 1. Monitoring of Project Performance
 - 2. Monthly Project Performance Calculations and Report
 - 3. Monthly Fuel Consumption Calculations and Report
 - 4. Project Permitting and Environmental Reporting
 - 5. Shift Routines / Operating Practices
 - 6. Control of Equipment
 - 7. Project Chemistry Control and Water Treatment
 - 8. Training Programs
 - 9. Operator Qualifications
 - 10. Operating Procedures
 - 11. Status of Major Equipment
- G. The maintenance program which provides the requirements for:
 - 1. Maintenance Planning
 - 2. Maintenance Procedures
 - 3. Preventive Maintenance
 - 4. Predictive Maintenance

5. Maintenance Training

H. The materials management program which provides the requirements for:

1. Procuring Materials and Tools
2. Inventory Levels and Control
3. Renewal of Inventories

I. The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.

J. The housekeeping / cleanliness program which provides the requirements for:

1. Hazardous Material Control
2. General Project Cleanliness
3. Equipment Condition Inspections
4. Hazardous Waste Program

K. The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

L. The records management program for maintaining the traceability and documentation of Project performance.

M. The Project safety program which provides the requirements for establishing:

1. Safety Monitoring
2. Accident Prevention Program
3. Accident Reporting

N. Monthly and yearly reporting systems of Project performance to Owner.

O. The security program for maintaining the security of the Project and surrounding area.

II. Specific Requirements

Operator's scope of Services is based on the Project design as described in certain of the Project Agreements, the Project Operating Manuals, vendor manuals and design/as built drawings. Operator will prepare Annual Project Operating Plans, which, in part, will define the operations procedural requirements for the Project to meet the requirements of the Project Agreements. Operator, as part of the Services, is responsible for:

- A. Providing such trained personnel as is reasonably necessary to operate and maintain the Project and provide the Services set forth in this Agreement.
- B. Operating and maintaining the Project in accordance with the approved Annual Project Operating Plan.
- C. Submitting an Annual Project Operating Plan. Not later than ninety (90) days prior to the first day of each Contract Year, Operator will submit an Annual Project Operating Plan to Owner. In addition to the requirements set forth in Sub-Clause 6.2 of GCC (Annual Operating

Budget and Plan), the Annual Project Operating Plan will detail maintenance, outage, and overhaul schedules, Project staffing, known capital and expense budget items, operating plans, and will provide the underlying assumptions used in developing the proposed budgets and anticipated availability for the period. Owner will review and approve the Annual Project Operating Plan. Such approval will become the basis for reimbursement under the Annual Budget.

D. Planning and managing on-site operations and maintenance activities, including:

1. Assuring that operational goals and operating plans are consistent with the Annual Project Operating Plan.
2. Assuring that the Project is operated in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
3. Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.
4. Assuring that the Project meets Contract, regulatory, and environmental requirements set forth in the Project Agreements or otherwise identified by the Owner or Operator.
5. Managing and controlling costs consistent with budget requirements.
6. Planning, scheduling and managing work and maintenance activities.
7. Defining and documenting operational technical requirements.
8. Defining and delineating responsibilities between Operator and Owner and identifying reporting requirements.
9. Establishing labor relations and personnel programs that will meet state federal and provincial requirements and encourage employee retention.
10. Maintaining a current inventory of materials and procuring all Services, spare parts, operational materials, consumables, office equipment, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost, quantity and need date. The cost of any item or service shall be reimbursed by Owner in accordance with this Agreement.
11. Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
12. Maintaining Project performance levels by using routine system and component performance testing.
13. Maintaining a file of preplanned outage-related work to allow for efficient use of any forced outage downtime.
14. Establishing open purchase order or Contract agreements with Project equipment vendors, industrial suppliers, jobbers, and maintenance contractors in accordance with Project Agreements to ensure timely response to Project maintenance needs in compliance with Public Procurement Rules, 2004 (in case of federal funding source).
15. Promptly notifying Owner in writing of any teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.

- E. Performing such other tasks which Operator deems appropriate, from time to time, in connection with operation of the Project.
- F. Performing such other tasks and Services Which Owner may reasonably request from time to time in connection with operation of the Project.



REIMBURSABLE COSTS

Reimbursable Cost items shall be paid as per actual without overheads and profit, to the Operator in accordance with the requirements of Clauses 5 and 7 or 8 of GCC, as required.

Reimbursable Costs may include the following:

1. Spare and replacement parts pursuant to Sub-Clause SP-02.1.2 of Special Provisions
2. All material, necessary to operate and maintain the Project
3. Chemicals
4. Lubricants (including proper disposal costs)
5. Consumables and general supplies
6. Cleaning supplies
7. Major equipment overhauls
8. Building repairs and maintenance (not caused by Contractor under the Contract)

All Services by Operator that support Project activities and all Reimbursable Costs shall be approved by Owner, through the Annual Budget or otherwise, prior to implementation by Operator.

NOTICES AND COMMUNICATION PROTOCOLS

The Operator shall use the following contact address for all the notices and communication protocols with Owner.

Manager General Services, CAC & Human Resource Division,
NESPAK House 1-C, Block-N, Model Town Extension, Lahore-54700

Tel: 092-42-99231919 / 99090000, Ext: 211

Fax:0092-42-99231950

The Operator shall provide the following information for all the notices and communication protocols from the Owner.

Name of Operator.....
Contact Person Name.....
Head Office Address.....
Telephone.....
Fax.....

APPENDIX-D TO BID

WORKS/SERVICES TO BE PERFORMED BY SUBCONTRACTORS

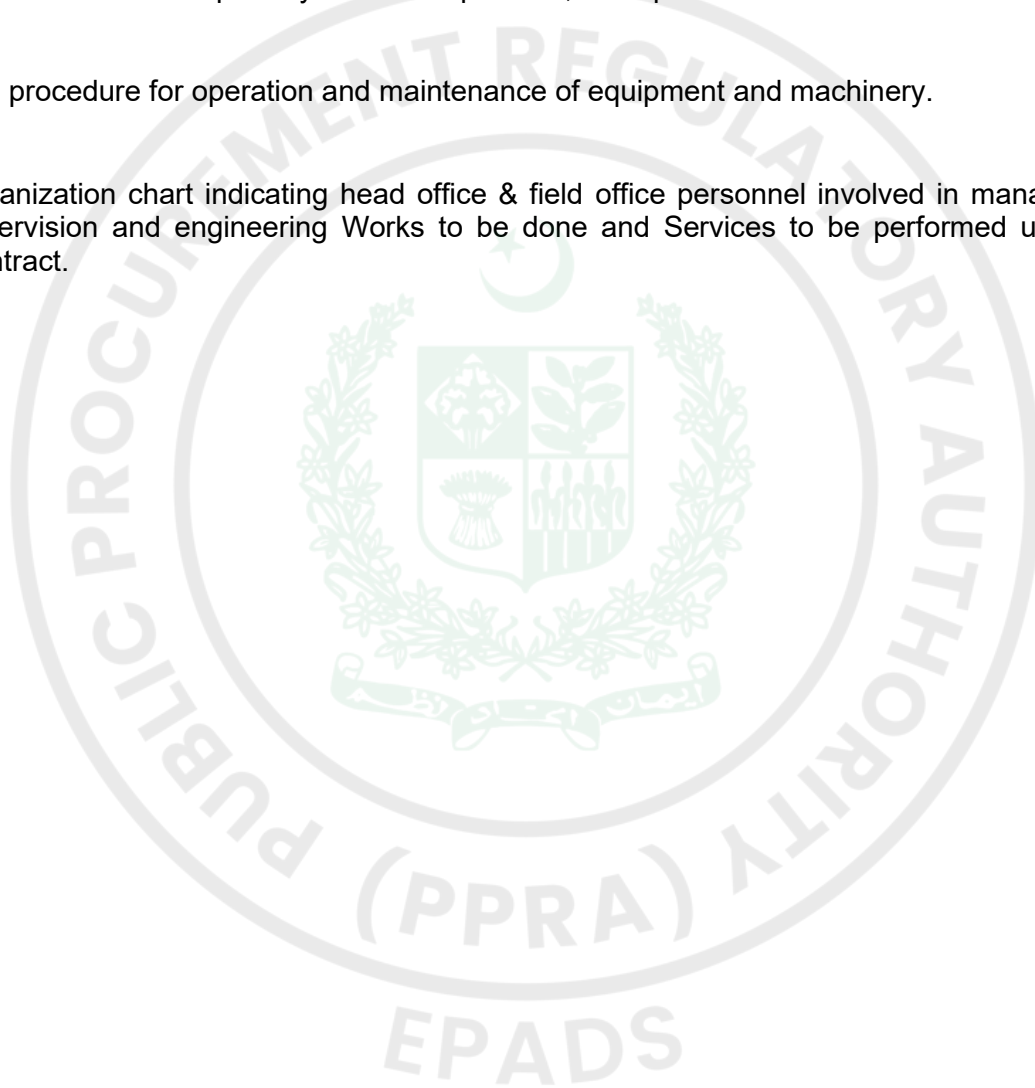
(NOT USED)



METHOD OF PERFORMING THE WORKS/SERVICES

The Bidder is required to submit a narrative outlining the method of performing the Works/Services. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works/Services, including the number of shifts per day and hours per shift, he expects to work.
- The procedure for operation and maintenance of equipment and machinery.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering Works to be done and Services to be performed under the Contract.



PROPOSED ORGANISATION

The Bidder shall list in this Schedule the key personnel he will employ together with their names, qualifications, experience, positions held and their nationalities.

Following is the minimum required operation and maintenance staff for the complete operation summer and winter of HVAC system managed in two shifts as mentioned below. Minimum staff required for night shift will be One (01) Operator and One (01) Helper and to be managed out of below mentioned staff. The CV's shall be submitted with bid for evaluation and final approval.

A) Morning Shift Six (06) days in a week for 10 hour /day

B) Night Shift Six (06) days in a week

Sr. No	Post Title	No. of Post	Minimum Qualification	Minimum Required Experience	Status
1	Resident Supervisor /coordinator O & M	One (01)	B-Tech/DAE (HVAC/Mechanical)	5 to 7 Years working O & M experience of HVAC system.	Full Time
2	Chiller Operator	Two (02)	-	05 to 08 Years working O & M experience of HVAC system on screw chillers.	Full Time
3	Electrician	One (01)	-	05 years working experience of building electrification system.	Full Time
4	Pump Operator/Plumber/ Pipe Fitter	One (01)	-	03 to 05 Years working O & M experience of HVAC system.	Full Time
5	Helper	Three (03)	-	03 Years of relevant working experience.	Full Time

Note: Employer must ensure that monthly employee compensation meets or exceeds the baseline salary regulations currently enforced by the Government of Pakistan.

C) Back Up Support and Workshop Facilities (Available from Head Office)

The backup support and workshop facilities will be required only when there will be requirement for them on project site.

Sr. No	Post Title	No. of Post	Minimum Qualification	Minimum Required Experience	Status
1	Welder	One (01)	-	05 Years working experience of welding, cutting and installation of MS pipes.	As and when required
2	Fabricator	One (01)	-	05 Years working experience of cutting, fabrication and installation of GI ducts.	As and when required
3	Chiller Technician	One (01)	DAE (HVAC/Mechanical)/RAC Technician Certificate	5 to 7 Years working O & M experience of HVAC system on screw and reciprocating chillers.	As and when required

(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 No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Bidder] 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 GoP, except that which has been expressly declared pursuant hereto.

[name of Bidder] 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, representation or warranty.

[name of Bidder] 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 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 Bidder] 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.

Name of Owner:
Signature:
[Seal]

Name of Bidder:
Signature:
[Seal]

LIST OF EQUIPMENT

The following equipment/tools shall be available at Project site.

1. Spanner set-Open
2. Spanner set-Ring
3. Ratchet Die set
4. Drill machine with stone cutter
5. Adjustable spanner set
6. Roller Cutter Machines
7. Welding transformer
8. Wrench set all size
9. Pipe wrench set
10. Portable Hand Grinding Machines
11. Pipe Cutters
12. Air temperature gauge
13. General tool set
14. Gauge manifold
15. Electric Tool set
16. Tong Tester
17. Grease Gun
18. Vice Anvil
19. Flaring Tool set
20. Blower
21. Glycol meter
22. Allen Key set all size
23. Socket set all size
24. Star-Shaped Wrench Set
25. CFM Meter
26. Differential Pressure Gauge
27. Water Flow meter
28. DB level Meter

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with the Technical and Special Provisions.
- 1.2 The Contract shall be for the whole of the Works/Services as described in these Bidding Documents. Bids must be for the complete scope of Works/services.

2. Description

- 2.1 The general directions and descriptions of works/services and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices - in the Schedule of Prices.

3. Units & Abbreviations

- 3.1. The following abbreviations shall be used in the Schedule of Prices:

Abbreviation

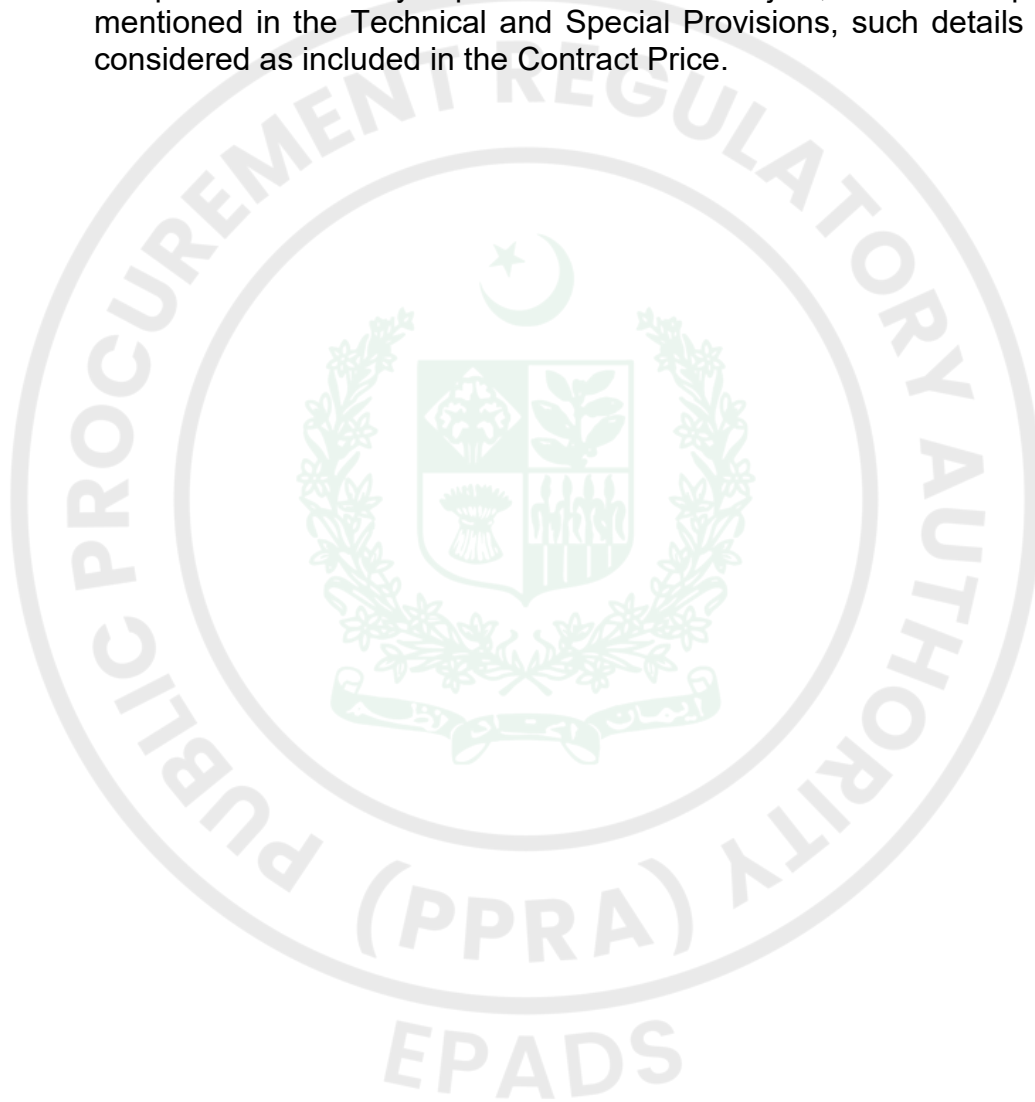
Pakistani Rupees
Calendar Month

PKR
Month

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the Works/Services set forth after deduction of rates and amounts entered in the Schedule of Prices for dismantling/ disposal works (if applicable) or implied in the Contract; except for the amounts reimbursable, to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

- 4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty-eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- 4.4 Notwithstanding that any details, accessories, etc., required for the complete satisfactory operation of the Project, are not specifically mentioned in the Technical and Special Provisions, such details shall be considered as included in the Contract Price.



SCHEDULE OF PRICES

Sr. No.	Description	Unit	Qty	Rate (PKR)	Amount (PKR)
1	Operation & Maintenance services charges/cost per month for the first Contract year (1-12)	Month	12		
2	Operation & Maintenance services charges/cost per month for the second Contract year (13-24).	Month	12		
3	Operation & Maintenance services charges/cost per month for the third Contract year (25-30)	Month	6		
	TOTAL BID PRICE	PKR (Pak Rupees) in words			

Total Bid Price (The same amount to be entered in Paragraph 1 of the Form of Bid)
(In Words)

Note: Total Price, shall be provided in figures as well as in words.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 CONTRACT

1.1 CONTRACT

The Contract consists of the terms and conditions set forth in the sections captioned by numbered clause designations ("Clauses") and the following appendices, which are incorporated and made part of the Contract by this reference and are included in any reference to this Contract:

Appendix A - Scope of Services

Appendix B - Reimbursable Costs

Appendix C - Notices and Communication Protocols

Appendix D - Works to be performed by Subcontractors/Operator

Appendix E - Method of Performing the Works

Appendix F - Proposed Organization

Appendix G - Integrity Pact

Appendix H- List of Equipments

If the terms and conditions of the Clauses of this Contract vary or are inconsistent with any portion of the Appendices, the terms of the Clauses 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 Contract between the parties and supersedes all prior Contracts, whether oral or written, between the parties with respect to the subject matter of the Contract. 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 the Contract that are not contained in this Contract.

1.2 EFFECTIVE DATE AND TERM

The Contract shall be effective and shall govern the rights and obligations of the parties from and after the date of the Contract for a period as mentioned in PCC.

1.3 RELATIONSHIP OF THE PARTIES

Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Project on behalf of Owner, in accordance with Prudent Utility Practice and the requirements of the Project Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure that the Project is available for its function namely as provided in PCC for Owner and meets all requirements under the Project Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Contract expressly grants Operator the authority to act on behalf of Owner.

1.4 REPRESENTATIVES

Owner and Operator shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Contract. Owner and Operator may change their respective Designated Representatives upon written notice to the other party given as provided in this Contract. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Contract. Designated Representatives 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.

1.5 INTEGRITY PACT

For Contracts of worth Rupee ten million or more, which relate to federal finance, the Integrity Pact duly signed between the Operators and the Owner shall be binding till completion of the Contract. In other cases, this Sub-Clause is not applicable.

2 DEFINITIONS

Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Clause 2. Terms that are defined in other Clauses shall have the meanings given to them in those Clauses.

"Annual Project Operating Plan" has the meaning set forth in Sub-Clause 6.2.

"Annual Operating Fee" means an annual operating fee paid to Operator during each Contract Year as set forth in Sub-Clause 5.2.

"Annual Budget" has the meaning set forth in Sub-Clause 6.2

"Bankruptcy" means a situation in which (i) a party's actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a party, which petition sought relief for the party's creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a party admits in writing its inability to pay its debts as they mature; (iv) a party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Sunday or any other day on which commercial banks are authorized or required to close the business as mentioned in PCC.

"Contract Year" means: (i) for the first Contract Year, that period from the date of the Contract to and including June 30 of such year; and (ii) for each Contract Year thereafter, the fiscal year.

"Five-Year Budget" has the meaning set forth in Sub-Clause 6.2(e).

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected party of its obligations hereunder; provided, that a "Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Sub-Clause 15.3 (Force Majeure). Subject to the foregoing, "Force Majeure Event" shall include, as to either party, explosion and fire (in either case to the extent not attributable to the negligence of the affected party), flood, earthquake, storm or other natural calamity or act of God, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Project, which events were not pending on the date of this Contract.

"Operating Manuals" means the operating data, design as-built drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

"Procedures Manual" has the meaning set forth in Sub Clause 6.1.

"Project" means the project as mentioned in PCC and related assets, together with other facilities and related assets, to be constructed on certain real property, as mentioned in PCC.

"Project Contracts" means the Contracts relating to the Project, as mentioned in PCC, Interconnection Contract, this Contract and all other Contracts applicable to the Project, permits, and licenses required for the operation, maintenance and management of the Project, as identified in writing by Owner.

"Prudent Utility Practice" means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the project related industry in the country and geographic region where the Project is located during the relevant time period, or (ii) practices, methods and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

"Reference Rate" means the discount rate published by the State Bank of Pakistan from time to time.

"Reimbursable Costs" has the meaning set forth in Sub-Clause 5.3.

"Services" has the meaning set forth in Sub-Clause 3.1.

3 SERVICES

3.1 SCOPE OF SERVICES

Operator shall (i) operate, maintain and manage the Project on behalf of Owner ("Services") and (ii) also perform the specific duties set forth in the Contract if they are not otherwise required by the standards defined in Sub-Clause 3.2.

3.2 STANDARDS FOR PERFORMANCE OF THE SERVICES.

Operator shall perform the Services required under the Contract, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Operating Manuals, the Administrative Procedures Manual and applicable vendor warranties, (ii) the applicable Annual Project Operating Plan and Annual Budget, (iii) all applicable Laws, (iv) Prudent Utility Practices, (v) the Project Contracts, (vi) the requirements of any System Operator. Operator shall use all reasonable efforts to optimize the useful life of the Project and to minimize Reimbursable Costs and Project outages or other unavailability.

3.3 OPERATOR'S PERSONNEL STANDARDS

Operator shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Project personnel under the Project Contracts. All individuals employed by Operator to perform the Services shall be employees of Operator, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Operator (subject to Owner's approval rights with respect to the Annual Budget). With respect to labor matters, hiring personnel, and employment policies, Operator shall comply with all applicable Laws. Operator also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Operator's acknowledgment (hereby given) that Operator has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Owner.

3.4 COMPLIANCE

Operator shall comply with all Laws applicable to the operation, maintenance and management of the Project and the performance of the Services. Operator shall apply for and obtain, and Owner shall assist Operator in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Operator to do business or perform the Services in the jurisdictions where the Services are to be performed. Operator shall provide reasonably necessary assistance to Owner, to secure permits, licenses, and approvals (and renewals of the same) that Owner is required to obtain from or file with any governmental agency regarding the Project. Operator also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Project.

3.5 OPERATING RECORDS AND REPORTS

Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Project Contracts. Operator shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Project Contracts, applicable Laws or any other Contract to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

3.6 NO LIENS OR ENCUMBRANCES

Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Contract.

3.7 NO ACTION

Except where such action is expressly permitted by this Contract, Operator shall not take any action that would cause a default under any Project Contract.

3.8 EMERGENCY ACTION

If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

3.9 ACTION IN EXTRAORDINARY CIRCUMSTANCES

In the event that:

- (A) The Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and
- (B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Contract, then Operator 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 Owner regarding the occurrence and the remedial action, and
 - (iv) not expend for such purposes more than an aggregate as mentioned in PCC in any Contract Year.

4 OWNER RESPONSIBILITIES

4.1 INFORMATION

Owner shall provide Operator with all vendor manuals, spare parts lists, Project data books and drawings which are provided to Owner pursuant to any Project Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Sub-Clause 3.2, Operator shall be entitled to rely upon such information in performance of the Services. Owner shall also provide Operator with copies of all Project Contracts and any amendments thereto and any other documents that define the Project's operating requirements.

4.2 OVERHAUL OF MAJOR EQUIPMENT AND CAPITAL IMPROVEMENT

The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. To the extent reasonably possible, the costs of all major equipment teardowns and overhauls and all capital improvements shall be incorporated into the applicable Annual Budget. If such costs have been incorporated into the applicable approved Annual Budget, or if Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

4.3 ANNUAL BUDGET AND PROJECT OPERATING PLAN

In accordance with Clause 6, Owner shall be responsible for approval of the Annual Budget, the Annual Project Operating Plan and the Five-Year Budget.

5 COMPENSATION AND PAYMENT

5.1 PAYMENTS

As compensation to Operator for performance of the Services hereunder, Owner shall pay Operator the Annual Operating Fee (or a pro rata portion thereof in the case of a Contract Year of less than 12 months). In addition, Owner shall (at Owner's Option) either (i) reimburse Operator, in the manner and at the times specified in this Clause 5 and Appendix B, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

5.2 ANNUAL OPERATING FEE

For the first Contract Year and each subsequent Contract Year, Owner shall pay to Operator the sum as mentioned in PCC per month of the Contract Year, for an annual fee as mentioned in PCC (the "Annual Operating Fee"). Beginning on the first day of the second Contract Year and on the first day of each Contract Year thereafter, the Annual

Operating Fee (and the corresponding monthly operating fee) shall be adjusted to reflect changes as mentioned in PCC.

5.3 REIMBURSABLE COSTS

Owner shall reimburse Operator for all costs incurred by Operator in performing the Services, including the costs set forth in Appendix B (collectively, the "Reimbursable Costs"). Owner's obligation under this provision is subject to (i) Owner's express approval of the costs as part of an Annual Budget or separately in writing, or (ii) Operator incurring costs in accordance with Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). Expenditures made by Operator in excess of the Annual Budget that are required to comply with any Law applicable to the Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Sub-Clause 5.3 from time to time, Owner shall pay Reimbursable Costs as follows:

- (a) Owner will advance to Operator on a mutually agreed basis, funds required for given Operator to make payments as they become due in accordance with the Annual Budget. Not less than fifteen (15) days before the first day of each calendar month during the term of this Contract, Operator shall submit to Owner an estimate of funds required for such month, which estimate shall be in accordance with the Annual Budget. Owner shall pay to Operator the amount of such estimate prior to the time such funds are required by Operator. Such advances shall be deposited in a separate account in Operator's name, as agent for Owner, in a scheduled Bank of Pakistan, subject to withdrawal by Operator solely for the purpose of making required payments. Within fifteen (15) days of the end of each month, Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation.
- (b) Operator shall not incur Reimbursable Costs unless they are incurred in accordance with the applicable Annual Budget, or are permitted by Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). If Operator becomes aware that Reimbursable Costs exceed or will exceed the amount provided in the applicable Annual Budget by 5% or more, Operator shall use all reasonable efforts to notify Owner within ten (10) days and shall not, without Owner's approval to amend the applicable Annual Budget or Owner's authorization for Operator to make such expenditure, perform any further Services that will cause or increase a budget overrun, except as provided in Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). If Owner refuses to authorize expenditures in excess of the Annual Budget, Operator shall be relieved of those duties or obligations of this Contract that cannot be performed without the expenditures Owner refuses to approve.
- (c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures in excess of the Annual Budget. Owner's reimbursement of any cost related to the Services shall not be construed as Owner's approval or acceptance of the Services.

5.4 ADJUSTMENT AND CONDITIONS

Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of two 2 years after the applicable Contract Year. If such audit and review shows that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator, plus interest at the Reference Rate, calculated from the date the audit commenced, or (b) deduct such amount from any payment that thereafter may become due to Operator.

5.5 BILLING AND PAYMENT

Within 15 days following the end of each month, Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Sub-Clause 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

- (a) pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice as well as net interest (if any) earned on the bank deposit, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Contract; and
- (b) with respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause 14.

6 PROCEDURES, PLANS AND REPORTING

6.1 PROCEDURES MANUAL

The parties have approved a procedures manual that includes procedures for (i) reporting and correspondence pursuant to this Contract, (ii) procurement and contracting, and (iii) accounting, bookkeeping and record-keeping ("Procedures Manual"). The Procedures Manual shall govern the covered activities of Operator for the term of this Contract, subject to such revision and amendment as agreed in writing by Owner and Operator.

6.2 ANNUAL PROJECT OPERATING BUDGET AND PLAN

- (a) **Proposal:** At least ninety (90) days before the beginning of each Contract Year, Operator shall prepare and submit to Owner a proposed annual budget for the Contract Year, established on a monthly basis. The proposed annual budget shall include separate operating and capital budgets. The proposed annual budget shall also set forth, in detail acceptable to Owner, (i) anticipated operations, repairs and capital improvements, (ii) maintenance and overhaul schedules, (iii) planned procurement (including equipment, spare parts, and consumable inventories), (iv) labor activities (including staffing, labor rates, and holidays), (v) administrative activities, and (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred. Each proposed annual budget shall be accompanied by a proposed annual operating plan setting forth the assumptions and

implementation plans underlying the proposed annual budget. Any actions to be performed by Operator under the proposed annual operating plan shall be consistent with Operator's obligations set forth in this Contract.

- (b) **Adoption:** Owner shall review Operator's proposed annual budget and annual operating plan within thirty (30) days following receipt of the proposals. Owner may, by written request, propose changes, additions, deletions and modifications to the proposals. If requested by Operator, Owner shall provide Operator any cost information in Owner's possession from previous Contract Years applicable to items in the proposed annual budget. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final budget and plan (the "Annual Budget" and "Annual Project Operating Plan", respectively), which shall be approved in writing by both parties. Except to the extent that the terms of Sub-Clause 3.8 and 3.9 permit Operator to take actions which are outside the final Annual Budget without the consent of Owner, the final Annual Budget and Annual Project Operating Plan shall remain in effect throughout the applicable Contract Year, subject to revisions and amendments proposed by either party and consented to in writing by the other party.
- (c) **Changes:** Operator shall notify Owner as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the Annual Budget or Annual Project Operating Plan.
- (d) **Failure to Adopt:** If, by the first day of any Contract Year after the first Contract Year, the parties are unable to reach Contract concerning any item or portion of the Annual Budget for such Contract Year, then the amount(s) of such item or portion of the Annual Budget for such Contract Year shall be equal to 105% of the amount for the corresponding item or portion of the Annual Budget for the preceding Contract Year.
- (e) **Five-Year Budget.** At least ninety (90) days before the first day of each Contract Year, Operator shall prepare and submit to Owner a proposed budget for the next 5 Contract Years or the remaining term of the Contract, whichever period is shorter. The proposed five-year budget shall be established on an annual basis and shall include separate operating and capital budgets. The proposed five-year budget shall also set forth, in detail acceptable to Owner,
 - (i) anticipated operations, repairs and capital improvements;
 - (ii) maintenance and overhaul schedules;
 - (iii) planned procurement (including equipment, spare parts, and consumable inventories);
 - (iv) labor activities (including staffing, labor rates, and holidays);
 - (v) administrative activities; and
 - (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred, accompanied by the underlying assumptions and implementation plans of the proposed five-year budget. Owner shall review Operator's proposed five-year budget within 30 days following receipt of the proposal. Owner may, by

written request, propose changes, additions, deletions and modifications to the proposals. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final five-year budget (the "Five-Year Budget"), which shall be approved in writing by both Parties. If a final Five-Year Budget is not approved in its entirety by both parties, the proposed five-year budget submitted by Operator, together with Owner's final suggested changes, additions, deletions and modifications shall serve as the Five Year Budget. The Five-Year Budget shall be used only for planning and comparison purposes, and shall not constrain Operator in its actions or expenditures, provided, however, that Operator shall be required to conform in its operations to the Annual Budget and Annual Project Operating Plan as provided in this Contract.

6.3 OPERATING DATA AND RECORDS

Operator shall monitor and record all operating data and information that (i) Owner must report to any person or entity under any Project Contract, (ii) Owner must report to any government agency or other person or entity under applicable Laws and (iii) Owner reasonably requests. Operator shall report required or requested operating data and information to Owner as specified by Owner to support monthly invoicing under the Project Contracts, and within fifteen (15) Calendar Days following a request by Owner. Operating data to be reported include information from operating (logs, meter and gauge readings) and maintenance records.

6.4 ACCOUNTS AND REPORTS

Operator shall cooperate with Owner in complying with reporting requirements set forth in the Project Contracts and shall, during the term of this Contract, furnish or cause to be furnished to Owner the following reports concerning the Project operations and the Services:

- (a) **Monthly Reports:** Within ten (10) calendar days following the last day of each calendar month, Operator shall submit: (i) a progress report, in detail acceptable to Owner, covering all activities during such month with respect to operations and maintenance (including information regarding the inputs and outputs of the project / 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 immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period, and (ii) a statement setting forth all Reimbursable Costs paid or incurred in such month, which statement shall itemize, in detail acceptable to Owner, the computation of such Reimbursable Costs including documentary evidence and shall state whether or not the Project operations have conformed to the applicable Annual Project Operating Plan and Annual Budget during such reporting period and if not, the extent and reasons for any deviation and the planned remedial action.

- (b) **Annual Reports:** As soon as available, and in any event within sixty (60) days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Sub-Clause 6.4(a), the Project activities and operating data for such Contract Year. The annual report shall present a comparison of such Project activities and operating data with the goals set forth in the Annual Project 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, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.
- (c) **Litigation, Permit Lapses:** Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any of the Project Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Project 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 Project or the Services; and (iv) any dispute with any governmental authority relating to the Project or the Services.
- (d) **Other Information:** Operator shall promptly submit to Owner any material information concerning new or significant aspects of the Project's activities and, upon Owner's request, shall promptly submit any other information concerning the Project or the Services.

6.5 ADDITIONAL COMMUNICATIONS

Operator shall communicate certain additional events specified in Appendix C to Owner and third parties in accordance with the communication protocols set forth in Appendix C to this Contract.

7 LIMITATIONS ON AUTHORITY

7.1 GENERAL LIMITATIONS

Notwithstanding any provision in this Contract to the contrary, unless previously approved by Owner in writing or through Owner's approval of the Annual Budget, Operator and any employee, representative, contractor or other agent of Operator 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 Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost;
- (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or Contract (i) on behalf of, in the name of, or purporting to bind Owner or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or Contract to Owner at any time;

- (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost, except in conformity with the Annual Budget; provided, however, that solely in connection with actions taken by Operator pursuant to Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances), Operator may, without prior approval from Owner, make limited expenditures outside the Annual Budget in accordance with those provisions;
- (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual Project Operating Plan, Annual Budget or the requirements of any Project 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, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- (f) **Liens:** Create, incur or assume any lien upon the Project;
- (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Project Contract; or
- (h) **Contracts:** Enter into any Contract to do any of the foregoing.

7.2 EXECUTION OF DOCUMENTS

Any Contract, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

8 TERM AND TERMINATION

8.1 TERM

The term of the Contract shall be from and including the date of the Contract Agreement to and including as mentioned in PCC. This Contract is subject to earlier termination pursuant to Sub-Clauses 8.2, 8.3, 8.4, 8.5 or 8.6.

8.2 IMMEDIATE TERMINATION BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract immediately:

- (i) upon the Bankruptcy of Operator; or

- (ii) upon the occurrence of a Force Majeure Event that is not remedied within one hundred and twenty (120) days of its initial occurrence. If the Contract is terminated by Owner pursuant to Sub-Clause 8.2(i) or 8.2(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Contract is terminated by Owner pursuant to Sub-Clause 8.2(ii), Operator shall be paid all unpaid Annual Operating Fees to and including the date of termination.

8.3 TERMINATION UPON NOTICE BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract upon ten (10) days prior written notice to Operator in the event:

- (i) that Operator violates, or consents to a violation of, any Laws applicable to the Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within thirty (30) days (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than ninety (90) days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or
- (ii) of a material breach by Operator in the performance of the Services, if Operator does not cure such breach within thirty (30) days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Contract is terminated by Owner pursuant to this Sub-Clause 8.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Operating Fees to and including the date of termination.

8.4 OTHER TERMINATION UPON NOTICE BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract with sixty (60) days prior written notice to Operator, upon the occurrence of :

- (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner, (b) Operator's Reimbursable Costs for Services exceeding 110% of the approved Annual Budget with respect to Reimbursable Costs, for any 2 consecutive Contract Years, where such overruns are the fault of, or due to the negligent operation of the Project by, Operator, (c) a determination by Owner that, for any reason, it no longer intends to continue operation of the Project or (d) a determination by Owner that it does not wish to extend this Contract pursuant to Sub-Clause 8.1. If the Contract is terminated by Owner pursuant to this Section 8.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Operating Fees to and including the date of such termination under this Sub-Clause 8.4.

8.5 TERMINATION BY OWNER WITHOUT CAUSE

In addition to its rights set forth in this Clause 8, subject to the terms of any Project Contracts, Owner reserves the right to terminate this Contract without cause upon ninety (90) days written notice to Operator. If the Contract is terminated by Owner pursuant to this Sub-Clause 8.5, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Operating Fees to and including the date of such termination under this Sub-Clause 8.5. Such payments, together with the termination payment set forth in Sub-Clause 8.8, shall be Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

8.6 TERMINATION BY OPERATOR

Subject to the terms of any Project Contracts, Operator may terminate this Contract for cause upon fifteen (15) days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Contract and such failure is not cured within thirty (30) days of Owner's receipt of a notice from Operator demanding cure (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

8.7 PROJECT CONDITION AT END OF TERM

Upon expiration or termination of the Contract, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs. All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Operator pursuant to Sub-Clause 3.5 and any other items furnished on a Reimbursable Cost basis under this Contract will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance and management of the Project are not disrupted.

8.8 TERMINATION PAYMENT

- (a) In the event of a termination of this Contract pursuant to the above Sub-Clauses 8.2 (ii), 8.4 (a), 8.4 (c), 8.4 (d) or 8.5, Operator shall be entitled, in addition to all other amounts due under this Contract as of the date of termination, to a demobilization and cancellation payment equal to the total of all relocation and costs incurred with respect to Operator's employees and all costs Operator is at such time contractually or legally obligated to pay to its employees, or which are

incurred with the prior written approval of Owner. Subject to Owner's right to conduct a subsequent audit and review pursuant to Sub-Clause 8.8(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses in the form and with the substantiation required by Sub-Clause 6.2(a). Owner shall pay any and all legal costs incurred by Operator to collect payments under this Sub-Clause 8.8.

- (b) **Audit.** Notwithstanding payment of any amount pursuant to this Section 8.8, Owner shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by Owner pursuant to this Section 8.8, together with any supporting documentation requested by Owner, for a period of 2 years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Operator did not constitute, in whole or in part, a reimbursable item pursuant to this Sub-Clause 8.8, Owner may recover such amount from Operator plus interest at the Reference Rate calculated from the date such audit commences, or Owner may deduct or cause to be deducted such amount from any payment that may be due to Operator.

9 WARRANTY

9.1 VENDOR'S WARRANTIES

For Owner's benefit, Operator 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, Owner releases Operator 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. Operator 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 Owner's request, Operator agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

10 INDEMNIFICATION AND LIABILITIES

10.1 INDEMNIFICATION

- (a) **Indemnification by Operator:** Operator shall indemnify, defend and hold harmless Owner, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "Owner 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 Operator or

anyone acting on Operator's behalf or under its instructions, in connection with this Contract and Operator's obligations thereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Sub-Clause 10.1(a) shall be the sole responsibility of the Operator.

- (b) **Indemnification by Owner:** Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "Operator 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 Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Contract and Owner's obligations thereunder.

10.2 ENVIRONMENTAL LIABILITY

- (a) **Operator Liability:** Operator shall not be responsible for claims directly or indirectly related to hazardous materials present at the Project before the date of this Contract, except to the extent Operator acted with respect to such materials in a grossly negligent manner. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's grossly negligent or intentional acts.
- (b) **Owner's Liability:** Owner shall not be responsible for claims directly related to hazardous materials at the Project arising out of the grossly negligent or intentional acts of Operator. This provision of the Contract shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Contract.
- (c) **Governmental Actions:** If action is required at the Project to comply with any applicable environmental laws during the term of this Contract, Owner (with Operator's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a governmental authority requires Operator to incur such costs and expenses prior to obtaining such written consent.

11 LIMITATIONS OF LIABILITY

11.1 LIMITATIONS OF LIABILITY

- (a) **Consequential Damages:** Notwithstanding any provision in this Contract to the contrary, Operator and Owner 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.
- (b) **Damages Limited to Annual Operating Fee:** The aggregate liability of Operator [except for those claims that are subject to the provisions of Sub-Clause

10.1(a) (Indemnification by Operator)] shall in no event exceed, during any Contract Year, the Annual Operating Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Clause 10.

- (c) **Limited Personal Liability** : Operator and Owner 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 Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.
- (d) **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.
- (e) **Exclusivity**. The provisions of this Contract constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Services to be performed hereunder and Owner hereby releases Operator performing Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

12 CONFIDENTIALITY

12.1 Operator

Operator agrees to hold in confidence from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator further agrees, to the extent requested by the supplier of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure Contracts relative to such information, prior to the receipt thereof.

12.2 Owner

Owner agrees to hold in confidence from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is reasonably necessary but without affecting the proprietary (intellectual property) rights, if any of the Operator or others. Owner further agrees, to the extent requested by the supplier of such information, to require its members and contractors to enter into such appropriate nondisclosure Contracts relative to such information, prior to their receipt thereof.

12.3 Exceptions

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.

12.4 Required Disclosure

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 Clause 12, 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 Contract.

13 TITLE, DOCUMENTS AND DATA

13.1 Materials and Equipment

Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Contract.

13.2 Documents

All materials and documents prepared or developed by Operator, its employees, representatives or contractors in connection with the Project or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and accounts, shall become Owner's property when prepared, and Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Services, without Owner's prior written approval. All such materials and documents, together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Contract and before final payment is made to Operator.

13.3 Review By Owner

All materials and documents referred to in Sub-Clause 13.2 hereof shall be made available for review by Owner (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set forth in the Administrative Procedures Manual. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Contract.

13.4 Proprietary Information

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

14 RESOLUTION OF DISPUTES

14.1 Resolution through Discussions

If any dispute or difference of any kind (a Dispute") arises between Owner and Operator in connection with, or arising out of, this Contract, the Owner and Operator within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within five (5) calendar days, the Dispute shall be referred within two (2) calendar days of the lapse of the five (5) calendar day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible senior management of Owner and Operator have had at least five (5) Business Days to resolve the Dispute following referral of the Dispute to them. 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.

14.2 Arbitration

Any Dispute arising out of, or in connection with, this Contract and not settled by the procedure prescribed in Sub-Clause 14.1, 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 PCC.

14.3 Continued Performance

During the pendency of any arbitration, Operator and Owner shall continue to perform their obligations under this Contract.

15 MISCELLANEOUS PROVISIONS

15.1 Assignment

Neither Owner nor Operator party 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 Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or any purchaser of the Project upon the exercise of remedies under a Project Contract.

15.2 Access to Project

(a) Owner: Owner, and their respective agents and representatives shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of Owner, or their respective agents and representatives, Operator shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

(b) Cooperation: During any such inspection or review of the Project, each of Owner, and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

15.3 Force Majeure

If either Owner or Operator 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, (i) 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 (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. 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.

15.4 Amendments

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

15.5 Survival

Notwithstanding any provisions herein to the contrary, the obligations set forth in Clauses 7, 10, 12 and 14, and the limitations of liabilities set forth in Clause 11, shall survive in full force despite the expiration or termination of this Contract.

15.6 No Waiver

It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Contract

shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

15.7 Notices

All notices required or permitted under this Contract shall be in writing and shall be given to each party at its address given in PCC .

15.8 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause 11, be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

15.9 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 are 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.

15.10 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.

15.11 Governing Law

This Contract is executed and intended to be performed as mentioned in PCC and the laws of country shall govern its construction, interpretation and effect.

15.12 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.

15.13 Captions

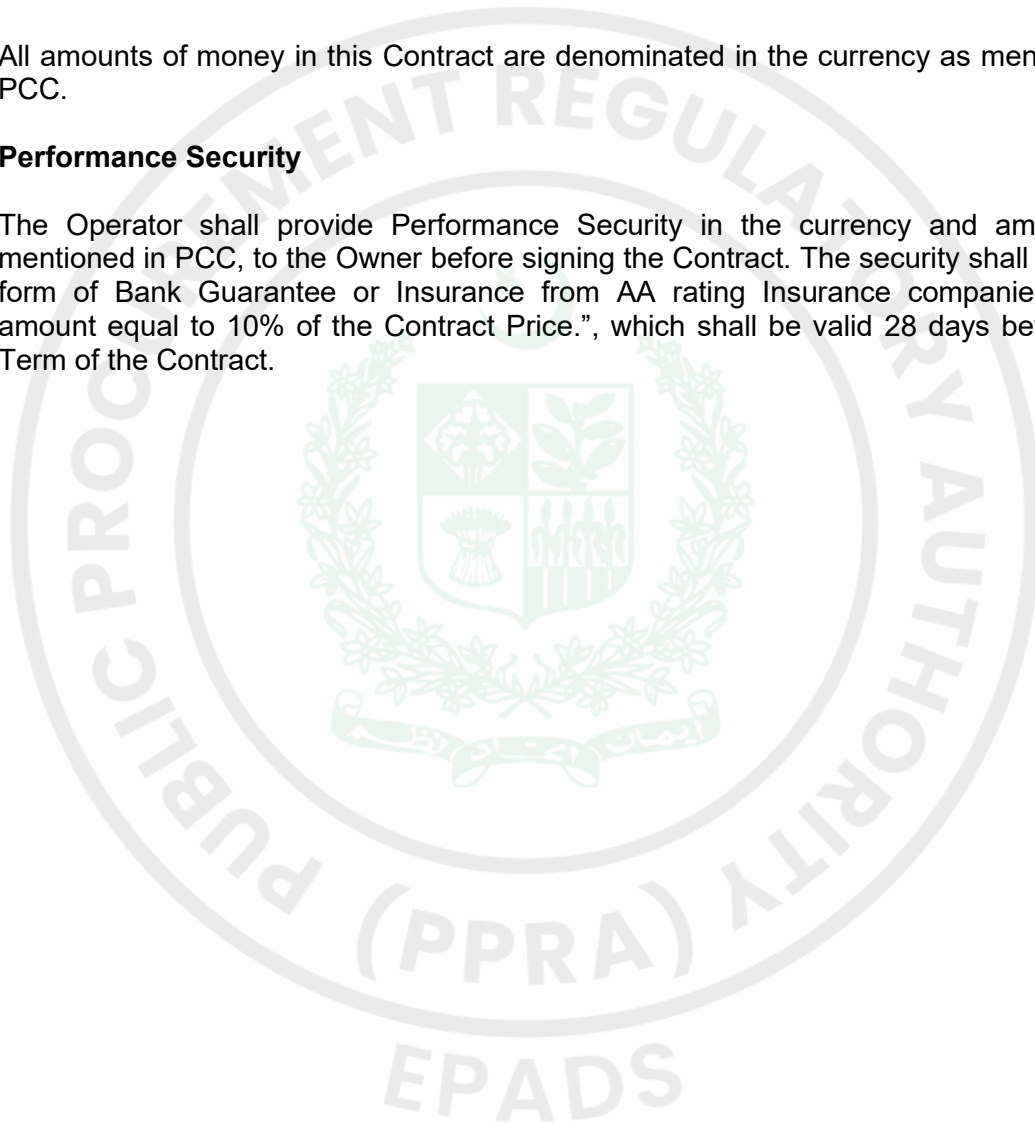
Titles or captions of Clauses contained in this Contract are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Contract or the intent of any provision hereof.

15.14 Amounts

All amounts of money in this Contract are denominated in the currency as mentioned in PCC.

15.15 Performance Security

The Operator shall provide Performance Security in the currency and amount, as mentioned in PCC, to the Owner before signing the Contract. The security shall be in the form of Bank Guarantee or Insurance from AA rating Insurance companies for an amount equal to 10% of the Contract Price.”, which shall be valid 28 days beyond the Term of the Contract.



PARTICULAR CONDITIONS OF CONTRACT

1. CONTRACT

- 1.2 The Contract shall be valid for a period of two and half years (2.5) years with effect from date of signing of the Contract by both the parties.
- 1.3 The text “namely as provided in PCC” appearing in 5th and 6th lines are deleted.

2. DEFINITIONS

“Contract” means the agreement between the Owner and the Operator for operation and maintenance of the HVAC system incorporating the conditions, fixed schedule of prices, completed Appendices to Bid, Technical and Special Provisions, Operation & Maintenance Proforma and such further documents as may be incorporated by the Letter of Acceptance

“Conditions” means the General Conditions of Contract and Particular conditions of the Contract.

“Operation” means to operate the HVAC system for 10 hours round the year, so as to provide a comfortable air-conditioning in the Owner’s building premises till these premises are occupied.

“Maintenance” means to carryout corrective, preventive and periodic servicing of the system including routine checks, maintenance and repair of all parts and for dismantling and re-assembly of all equipment, sub-assemblies and all separate components.

The word “Contractor” is synonymous with “Operator”.

“Month” means calendar month according to Gregorian calendar.

“Project” means Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System for NESPAK House, Lahore.

“The Operation and Maintenance Manuals” means instructions for operations, servicing and maintenance of the System not only for the period of the Contractor’s liability but more particularly during its operating life.

“The Operator’s Representative” means a competent and skilled person approved by the Owner (which approval may at any time be withdrawn by the Owner) and who shall be present at the Site during all working hours. He shall be fluent in English language. He shall not be transferred from Site without the consent of the Owner.

3. SERVICES

- 3.4 “Photographs of Works and Advertisement Prohibited” Except with the prior written authorization of the Owner the Contractor shall not exhibit or permit to be exhibited any photographs or advertisements of the Works/Services. Any authorized exhibition shall be immediately removed if the Owner so requires.

“Employment of Persons in the Service of Others” the Contractor shall not recruit staff and labor from amongst the persons in service of the Owner or working at other project at the same time.

3.9 Paragraph B(iv) of this Sub- Clause is deleted.

5. COMPENSATION AND PAYMENT

5.2 The monthly payment shall be made to the Operator as per rates stated in schedule of Prices.

Operating Fee shall remain fixed during the Operator's performance of the Contract and not subject to variation on any account.

5.3 Paragraph (a), (b) & (c) of this Sub-Clause are deleted

5.5 The cost quoted by the Contractor shall include all taxes applicable as per prevailing Government laws and regulations.

6. PROCEDURES, PLANS AND REPORTING

6.2 The Sub-Clause 6.2 is deleted in its entirety

8. TERM AND TERMINATION

8.1 The terms of this Contract shall be for two and half (2.5) Years.

14. RESOLUTION OF DISPUTES

14.2 The place for arbitration shall be Lahore, Pakistan.

15. MISCELLANEOUS PROVISIONS

15.7 Complete address of the Owner:

Manager General Services,
CAC & Human Resource Division,
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231919 / 99090000, Ext: 211,
Fax:0092-42-99231950

Mention the Complete address of Operator:

[Name of O&M firm]
[Address of O&M firm]
[Name of designated Representative]

15.8 The Sub-Clause is deleted in its entirety.

15.11 Governing Law shall be of [Islamic Republic of Pakistan].

- 15.14 All amounts of money shall be dominated in currency of Islamic Republic of Pakistan i.e., Pak Rupees.
- 15.15 The **Performance Security** shall be in the Pak Rupees for an amount equal to 10% of the Contract Price in the form of Bank Guarantee from any Scheduled Bank in Pakistan.



FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with address: _____

Penal Sum of Security (express in words and figures): _____

Bid Reference No. _____ Date of Bid Opening _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the NESPAK (hereinafter called the "Owner") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System at NESPAK House, Lahore to the said Owner; and

WHEREAS, the Owner has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Owner, conditioned as under:

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Owner as liquidated damages and not as penalty for the successful bidder's failure to perform.

BS-1

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Owner in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Owner for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Owner the said sum stated above upon first written demand of the Owner without cavil or argument and without requiring the Owner to prove or to show grounds or reasons for such demand notice of which shall be sent by the Owner by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Owner shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Owner forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

		_____	Guarantor (Bank)
Witness:		Signature _____	
1.	_____	Name _____	
	_____	Title _____	
	Corporate Secretary (Seal)		
2.	_____	_____	
	_____	_____	
	(Name, Title & Address)	Corporate Guarantor (Seal)	

FORM OF CONTRACT AGREEMENT

This OPERATION AND MAINTAINANCE AGREEMENT (hereinafter called the "Agreement") is made and entered into the _____ day of _____ (month) 2026 by and between the national Engineering Services Pakistan (Pvt.) Ltd. (hereinafter called the "Owner"), and _____ (hereinafter called the "Operator").

WHEREAS, Owner owns HVAC system installed at NESPAK House, Lahore ("Project") and desires to contract for operation and maintenance of the Project,

WHEREAS, Operator provides operation and maintenance and management services for the Project and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement,

NOW this Agreement witnesseth as follows:

1. In this Agreement 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 after incorporating addenda, if any except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The completed Form of Bid;
 - d) The General Conditions of Contract;
 - e) The Particular Conditions of Contract;
 - f) The priced Schedule of Prices;
 - g) Completed Appendices to Bid;
 - h) Technical & Special Provisions;
 - i) Operation & Maintenance Performas;
 - j) Any other.
3. In Consideration of the payments to be made by the Owner to the Operator as hereinafter mentioned, the Operator hereby covenants with the Owner to operate and maintain the HVAC System therein in conformity and in all respects with the provisions of the Contract.;
4. The Owner hereby covenants to pay the Operator, in consideration of the operation of the HVAC System as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

[National Engineering Services Pakistan (PVT) Limited]

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address:
CNIC No.:

[Legal Name of Operator]

(the Operator)

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address:
CNIC No.:

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor/Operator) with address: _____

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the NESPAK (hereinafter called the "Owner") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Owner, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Owner's above said Letter of Acceptance for Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System at NESPAK House, Lahore.

NOW THEREFORE, if the Principal (Operator) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Owner, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Sub-Clause 8.7 "Project Condition at End of Term" of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Owner without delay upon the Owner's first written demand without cavil or arguments and without requiring the Owner to prove or to show grounds or reasons for such demand any sum

or sums up to the amount stated above, against the Owner's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Owner's designated Bank & Account Number.

PROVIDED ALSO THAT the Owner shall be the sole and final judge for deciding whether the Principal (Operator) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Owner forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

		_____ Guarantor (Bank)	
Witness:			
1.	_____	Signature	_____
	_____	Name	_____
	Corporate Secretary (Seal)	Title	_____
2.	_____		

	Name, Title & Address	Corporate Guarantor (Seal)	

SPECIFICATIONS

SPECIAL PROVISIONS

SP-01 LOCATION OF PROJECT

The HVAC system is installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

The NESPAK House building consists of four (04) floors and one (01) basement. The building comprises of office halls, office rooms, library and meeting rooms etc. The central HVAC system is installed in the basement.

SP-01.1 HVAC SYSTEM

a) Type of System

Central HVAC system with water cooled water/glycol chillers, thermal storage tanks, hot water generators, cooling towers, air handling units, fan coil units, and pumps (primary & secondary) is installed in the building. Glycol water solution (20% concentration) is used as chilled medium in chilled water piping circuit. The central HVAC system is supplemented with independent split air conditioners installed at some critical locations.

b) Summer

During the peak cooling season, three (3) chillers with three (3) primary chilled water pumps, four (4) secondary chilled water pumps, three (3) condenser water pumps, twenty two (22) AHUs and seventy nine (79) FCUs shall be operated to meet the cooling load requirements of the building.

Thermal storage tanks shall be used to make ice at night by operating one (01) chiller at -4°C chilled water out temperature. The thermal energy stored in the ice shall be used during the day time, which will indirectly enhance the system capacity. The Glycol water solution will make the ice possible in thermal storage tanks at -4°C.

c) Winter

During most of the heating season, one (1) hot water generator, one (1) primary hot water pump and three (3) secondary chilled water pumps satisfy the total heat demand of the building.

d) Plant Operation during Power Failures. During periods of power break down or load shedding one (01) Chiller can be operated on emergency power along with all AHUs.

SP-01.3 SERVICE CONDITIONS FOR AUXILIARIES

a) Power Supply

Electrical Circuit Voltages:

Nominal, 3 phase; 415 volts

1- phase : 240 volts

For equipment ratings, 3- phase: 400 volts

1- phase: 230 volts

Fluctuations in voltage applied (+/-) 10% to equipment rated voltage.

Frequency: 50 HZ

b) Water Supply is available near cooling towers located in the rear side of the building, AHU rooms and central plant room.

c) Water Disposal:

Floor drains are connected to sewerage system of the building.

SP-01.4 UNITS

The units used in these specifications are as under;

Unit system: SI/British/FPS

TR: Ton of refrigeration equivalent to 12000 BTUH or 3519 W

SP-02 WORK BY THE OPERATOR

SP-02.1 SCOPE OF WORK

SP-02.1.1 The Operator shall be responsible for the operation of the complete air conditioning plant, complete servicing and maintenance of all equipment, controls, components and accessories including minor repairs and annual servicing. Major repairs, when required, are not included in the Scope of Work.

SP-02.1.2 The Operator shall ensure that the air conditioning plant is operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Operator shall also ensure economical consumption of the materials and spare parts supplied by the Owner. However, if the Owner desires same shall be reimbursed by the Owner as per Appendix B to Bid.

- SP-02.1.3** The owner is planning to replace the existing Carrier chillers, cooling tower, pumps and relevant accessories and associated retrofitting with screw chiller system. In second phase, the remaining plant will be replaced. The Operator will be responsible to operate the old plant before replacement and new plant after replacement.
- SP-02.1.4**
- a) The temperature on each floor at different locations shall be recorded daily as per format provided by the Employer.
 - b) The equipment operational observations shall be recorded at suitable intervals as per format provided by the employer.
 - c) All readings shall be recorded in approved printed log sheets (provided by the Owner) prepared in duplicate. One set would be supplied to the Employer's Representative every day.
 - d) The Operator's staff will have daily round of all AHU-Rooms and various other spaces to check general performance of various HVAC components/devices as per check list provided by the Owner.
- SP-02.1.5** The supervisor engineer of the Operator shall regularly submit a Monthly report in triplicate to the Employer's Representative by the 5th of each month regarding the overall performance of the complete plant during the preceding month and pinpoint any actions to be taken by the Owner.
- SP-02.1.6** The Operator shall submit an estimate to the Owner for approval before carrying out any major repair which become necessary in due course but not due to any negligence or default of the Operator, his agent or employees of which the Owner shall be the sole judge. The estimate shall be submitted expeditiously so as not to disrupt the Plant operation. The Operator shall undertake the work on approval of the estimate by the Owner.
- SP-02.1.7** The Operator shall be responsible for:
- a) Regular and effective chemical treatment of water for condenser chilled and hot water systems, taking of samples and testing and recording the results daily.
 - b) Cleaning, removal and re-fixing of all air devices.
 - c) Removal and re-fixing of false ceiling tiles as required by the Operator for carrying out his Works. The Operator shall be responsible for any damage to the false ceiling framing and tiles.
- SP-02.1.8** The work of routine servicing and maintenance as required must be completed by the Operator's staff every day.
- SP-02.1.9** The Operator will be responsible to prepare maintenance schedules and necessary inventory for equipment/material required for emergency breakdowns/shutdowns.

SP-02.1.10 The Operator will be responsible for the minor outsource Works which shall be deemed included under the contract fee.

SP-02.2 PLANT OPERATION

- a) Check for the working of all electrical and mechanical components of the equipment.
- b) Dosing of chemicals for treatment of condenser, chilled and hot water systems and testing of water samples.
- c) Maintenance of daily operation log sheets.
- d) Any servicing or running repairs required during the operation of the Plant.

SP-02.3 PREVENTIVE MAINTENANCE

The preventive maintenance of the HVAC plant shall be carried out on daily weekly/fortnightly/monthly basis as per schedules/formats provided by the Owner. This will include but not limited to following:

- a) Washing and cleaning of air filters.
- b) Flushing and cleaning of water strainers, chemical pot feeders, AHU - drain pans, etc.
- c) Servicing of automatic and safety controls of equipment and air conditioning systems.
- d) Checking of oil and other lubricant levels and changing the same when required for all equipment components.
- e) Checking of belt driven equipment and adjustment of belt tension and alignment.
- f) Checking of water levels and level control valves.
- g) Change of parts due to normal wear and tear when necessary.
- h) Adjustment and lubrication/greasing of bearings and glands of equipment.
- i) Checking and adjustment of all pressure and safety devices.
- j) Cleaning & dusting of Air inlets/outlets, all equipment and equipment rooms, cleaning of drain channels, drain sump etc.

SP-02.4 ANNUAL MAINTENANCE AND SERVICING

The Works shall be carried out under the supervision of a Senior Engineer. The parts shall be changed where necessary. Instructions given in the

Manufacturer's Manual shall be followed. Record of various checks and necessary tests shall be maintained for future reference. The annual maintenance and servicing shall be carried out as per approved maintenance schedule which will be prepared keeping following in view:

- All equipment/ system to be employed for cooling will be serviced/maintained during winter.
- All equipment/system to be employed for heating will be Serviced/maintained during summer.

SP-02.4.1 CHILLER

- a) De-scaling of condenser and evaporator tubes.
- b) Dry testing of all controls and safeties.
- c) Checking of oil level & filling as per requirement.
- d) Leak testing and charging of refrigerant gas.

SP-02.4.2 COOLING TOWER

- a) Servicing of all complete cooling towers including fins.
- b) Greasing of cooling tower motor bearings.
- c) Replacement/tightening of motor belts.

SP-02.4.3 WATER PUMPS

- a) Servicing of all water pumps.
- b) Greasing of pumps & motor bearings.
- c) Checking of pump/motor alignment.

SP-02.4.4 AIR HANDLING UNIT

- a) Flushing, cleaning and washing of water coils by using pressure pumps.
- b) Checking and adjustment of dampers
- c) Checking and adjustment of fan bearings and belts.
- d) Greasing of SA fan/motor bearings
- e) Greasing of RA fan/motor bearings.
- f) External cleaning/washing of AHUs.
- g) External cleaning/washing of RA fans.
- h) Painting of AHUs/RA fans if necessary.

SP-02.4.5 FANS

- a) Cleaning of fans
- b) Checking and adjustment of bearings & belts.

SP-02.4.6 AIR FILTERS

- a) Cleaning and replacement of air filters.

SP-02.4.7 AUTOMATIC CONTROLS

As per servicing/maintenance schedule to be provided by the Owner.

SP-02.4.8 ELECTRIC MOTORS AND STARTERS

- a) Cleaning and checking of all components.
- b) Tightening of wire connections.
- c) Cleaning and adjustment of contacts.
- d) Checking of earthing.
- e) Checking of motor winding insulation with a meggar.

SP-02.4.9 ELECTRIC CONTROL BOARDS AND ELECTRIC SYSTEMS

- a) Checking and servicing of all MCCBs, disconnect switches, fuses, contacts, relays, overload cutouts and other safety devices.
- b) Tightening of wiring connections.
- c) Checking of wiring insulation.
- d) Checking of earthing.

SP-02.4.10 EXPANSION TANKS

- a) General inspection, cleaning & flushing

SP-02.4.11 AIR DISTRIBUTION SYSTEM

- a) Cleaning of air devices.
- b) Repair/cleaning of exposed ducts, duct insulation, jacketing and covering.

SP-02.4.12 PIPING SYSTEMS

- a) Cleaning and flushing of all piping systems including chemical cleaning, if required.
- b) Servicing of all valves, strainers & specialties, etc.
- c) Repair of insulation, jacketing and covering of all insulated piping.

SP-02.4.13 PAINTING

Painting of all equipment, ducting and piping including supports, if the original paint has been scratched or has deteriorated.

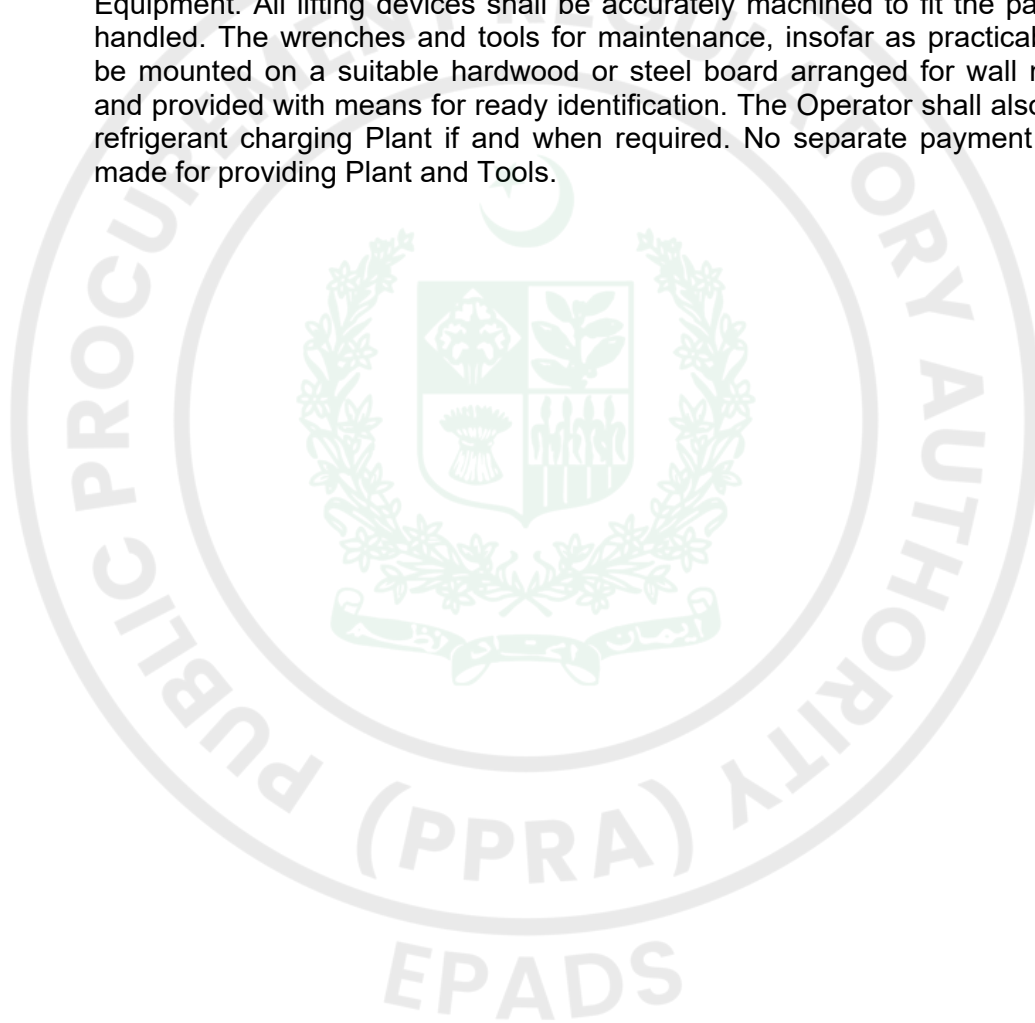
SP-03 MAINTENANCE STAFF

The Operator shall operate, service and maintain the complete HVAC system. The Operator shall provide personnel of specified qualification for operation and maintenance as per staff schedule. No inexperienced staff shall be deployed.

SP-04**MAINTENANCE TOOLS, PLANT & INSTRUMENTS**

The Operator shall supply in a toolbox full set of tools suitable for the maintenance of all components of the system including the electrical equipment. List of tools shall be subject to approval of the Owner.

The Operator shall also furnish maintenance tools, plant and instruments of the HVAC Equipment. The Tools shall include not normally available in the market as standard tools and are generally manufactured especially for use with the HVAC Equipment. All lifting devices shall be accurately machined to fit the parts to be handled. The wrenches and tools for maintenance, insofar as practicable, shall be mounted on a suitable hardwood or steel board arranged for wall mounting and provided with means for ready identification. The Operator shall also provide refrigerant charging Plant if and when required. No separate payment shall be made for providing Plant and Tools.



SPECIFICATIONS TECHNICAL PROVISIONS

1-01 WORKMANSHIP

Workmanship and general maintenance shall be of the highest grade, in accordance with the requirements specified herein and the best modern standard practice.

1-02 CUTTING, PATCHING AND REPAIRING

Required for proper repair of HVAC works including masonry work, carpentry work, painting and re-painting shall be performed by the skilled craftsmen in respective trades, at the expense of the Contractor.

1-03 PROTECTION

The Contractor shall keep pipe, duct and other openings closed to prevent entry of foreign matter. All fixtures, apparatus, or equipment damaged including damaged shop coats of paint shall be protected and restored to original after completion of work. All bright finished shafts bearing housings and similar items shall be protected until in service: no rust will be permitted.

1-04 CHEMICALS FOR CHILLED/HOT WATER AND CONDENSER WATER

The quantities of chemicals shall be based on the system volume. Glycol is used as an anti freeze and anti rust agent. The concentration of Glycol is dependent of the temperature required to be attained, a recommended concentration of 20% (twenty percent) is recommended. The type, quality and concentration of chemicals shall be approved by the Engineer after its analysis.

1-05 OIL AND GREASES

The oils and greases shall be supplied in sealed containers. These shall be of suitable quality. The quantity, grade of oil and greases and their manufacturer shall be approved by the Engineer.

1-06 MAJOR HVAC EQUIPMENT

Heating, Ventilation and Air Conditioning (HVAC) System consists of the following major equipment:

1)	Chillers (Glycol solution)	Three	(3) Nos
2)	Cooling Towers	Three	(3) Nos
3)	Condenser Water Pumps	Three	(3) Nos
4)	Primary Chilled Water Pumps	Three	(3) Nos
5)	Secondary Chilled Water Pumps	Four	(4) Nos

6)	Secondary Chilled Water Pumps (For Fan Coil Units)	Two	(2) Nos
7)	Hot Water Generators	Two	(2) Nos
8)	Hot Water Pumps	Two	(2) Nos
9)	Air Handling Units (AHUs)	Twenty-two	(22) Nos
10)	Fan Coil Units (FCUs)	Seventy-nine	(79) Nos
11)	Exhaust Fans	Forty	(40) Nos



FORM-11
NESPAK HOUSE - HVAC SYSTEM
(COMPLAIN SHEET)

DATE	NAME & DESIGNATION OF COMPLAINANT	DIVISION	DESCRIPTION OF MAINTENANCE CARRIED OUT	REMARKS

COMPLAINANT _____
 SIGNATURES

O & M INCHARGE _____
 (CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
 NAME & SIGNATURES

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:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i>

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.