



NATIONAL BANK OF PAKISTAN

Pest Management and Control Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi (Contract Duration: Three Years)

BIDDING AND CONTRACT DOCUMENTS

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

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

July 2023

		TABLE OF CONTENTS	PAGE NO:
SECTION	I	INVITATION FOR BIDS	01
SECTION	II	INSTRUCTIONS TO BIDDERS	03
SUB SECTION	A.	INTRODUCTION	04
	ITB.1	Scope of Bid	04
	ITB.2	Sources of Funds	04
	ITB.3	Eligible Bidders	04
	ITB.4	One Bid per Bidder	05
	ITB.5	Cost of Bidding	05
	ITB.6	Authorized Representative(s) of the Bidder	05
	ITB.7	Site Visit	05
	ITB.8	Sub-Contracting	05
	ITB.9	Bid Opening Procedure	05
SUB SECTION	B.	BIDDING DOCUMENTS	06
	ITB.10	Contents of Bidding Documents	06
	ITB.11	Clarification of Bidding Documents & Pre-Bid Meeting	06
	ITB.12	Amendment of Bidding Documents	07
SUB SECTION	C.	PREPARATION OF BIDS	08
	ITB.13	Language of Bid	08
	ITB.14	Documents and Samples constituting / comprising the Bid	08
	ITB.15	Sufficiency of Bid	08
	ITB.16	Documents establishing Bidder's Eligibility and Qualifications	09
	ITB.17	Documents Establishing Works' Conformity to Bidding Documents	09
	ITB.18	Form of Bid	09
	ITB.19	Bid Prices	09
	ITB.20	Currencies of Bid and Payments	09
	ITB.21	Bid Validity Period	10
	ITB.22	Bid Security	10
	ITB.23	Alternate Bids by the Bidder	11
	ITB.24	Format and Signing of Bid	11
SUB SECTION	D.	SUBMISSION OF BIDS	12
	ITB.25	Sealing and Marking of Bids	12
	ITB.26	Deadline for Submission of Bids	12
	ITB.27	Late Bids	12
	ITB.28	Withdrawal, Substitution and Modification of Bids	12
SUB SECTION	E.	BID OPENING AND EVALUATION	13
	ITB.29	Opening of Bids	13
	ITB.30	Confidentiality	14
	ITB.31	Clarifications of Bids	14
	ITB.32	Preliminary Examination of the Bids	15
	ITB.33	Correction of Errors	16
	ITB.34	Evaluation and Comparison of Bids	16
	ITB.35	Determination of Most advantageous Bid	17
	ITB.36	Post qualification of Abnormally Low Financial Proposal (ALFP)	17
	ITB.37	Posting of Bid Evaluation Reports	18

		TABLE OF CONTENTS	PAGE NO:
	F.	AWARD OF CONTRACT	19
	ITB.38	Criteria of Award	19
	ITB.39	NBP's right to reject all Bids	19
	ITB.40	NBP's right to vary Quantities at the time of Award	19
	ITB.41	Notification of Award (Letter of Acceptance)	19
	ITB.42	Performance Security	19
	ITB.43	Disqualification prior to Contract Signing	20
	ITB.44	Singing of Contract Agreement	20
	ITB.45	Advance Payment	20
	ITB.46	Arbitrator	20
	ITB.47	Integrity Pact	21
	ITB.48	Overriding Effect of PPR-2004	21
	G.	CODE OF CONDUCT AND MECHANISM OF BLACKLISTING	22
	ITB.49	Code of Conduct	22
	ITB.50	Mechanism of Blacklisting	22
SUB SECTION	H.	GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM	24
	ITB.51	Grievance Redressal	24
	ITB.52	Complaint Review Mechanism	24
SECTION	III	BID DATA SHEET (BDS)	25
SUB SECTION	A.	INTRODUCTION	26
SUB SECTION	B.	BIDDING DOCUMENTS	26
SUB SECTION	C.	PREPARATION OF BIDS	27
SUB SECTION	D.	SUBMISSION OF BIDS	27
SUB SECTION	E.	BID OPENING AND EVALUATION	27
SUB SECTION	F.	AWARD OF CONTRACT	28
SECTION	IV	APPENDICES TO BID	29
	APPENDIX-A	SCOPE OF SERVICES (SOS)	30
	APPENDIX-B	SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)	33
SECTION	V	STANDARD FORMS OF BID	34
	Form-B1	Form of Bid	35
	Form-B2	Form of Bid Security (Bank Guarantee)	37
SECTION	VI	GENERAL CONDITIONS OF CONTRACT (GCC)	39
SUB SECTION	A.	GENERAL PROVISIONS	40
	GCC.1	Definitions	40
	GCC.2	Application and Interpretation	41
	GCC.3	Governing Language	42
	GCC.4	Applicable Law	42
	GCC.5	Effective Date and Term of Contract	42
	GCC.6	Relationships of the parties	42
	GCC.7	Assignment	43
	GCC.8	Representatives	43

		TABLE OF CONTENTS	PAGE NO:
	GCC.9	Notices	43
	GCC.10	Independent Service Provider Status	43
	GCC.11	Force Majeure	44
	GCC.12	Integrity Pact	44
	GCC.13	Amendments	44
	GCC.14	No Waiver	44
	GCC.15	Miscellaneous Provisions	45
SUB SECTION	B.	OBLIGATIONS OF THE SERVICE PROVIDER	46
	GCC.16	Scope of Services	46
	GCC.17	Standard for Performance of the Services	46
	GCC.18	Staff Standards	47
	GCC.19	Quality Control	47
	GCC.20	Service tools, material and equipment	48
	GCC.21	Compliance	49
	GCC.22	Services Records and Reports	50
	GCC.23	No Liens or Encumbrances	50
	GCC.24	Emergency Action and Prompt Intimation to NBP	50
	GCC.25	Trainings	50
	GCC.26	Performance Security	50
	GCC.27	Submission of Bills	50
	GCC.28	Limitation of Service Provider	51
	GCC.29	Execution of Documents	51
	GCC.30	Proprietary Information	51
	GCC.31	Branch of Contract	52
	GCC.32	Conflict of Interests	53
	C.	OBLIGATIONS OF NBP	53
	GCC.33	Access and availability of Premises	53
	GCC.34	Service Provider's Staff	53
	GCC.35	Emergency Action	53
	GCC.36	Performance / Completion Certificate	53
	GCC.37	Payment of Monthly Bills	53
SUB SECTION	D.	PAYMENTS & DEDUCTIONS	54
	GCC.38	Services Fee	54
	GCC.39	Annual Fee	54
	GCC.40	Contract Price	54
	GCC.41	Payments	54
	GCC.42	Currency of Payments	54
	GCC.43	Tax and Duties	54
	GCC.44	Terms and Conditions of payments	54
	GCC.45	Liquidated Damages and Deductions	55
SUB SECTION	E.	TERMINATION OF CONTRACT	56
	GCC.46	Term	56
	GCC.47	Termination for Defaults	56
	GCC.48	Termination for Force Majeure	57
	GCC.49	Termination for Bankruptcy or Insolvency	57

		TABLE OF CONTENTS	PAGE NO:
	GCC.50	Termination for Convenience	57
	GCC.51	Service Provider's Staff	57
	GCC.52	Payment upon Termination	57
SUB SECTION	F.	INDEMNIFICATION AND LIABILITIES	59
	GCC.53	Indemnification by Service Provider	59
	GCC.54	Indemnification by the Employer	59
	GCC.55	Environmental Liabilities	60
	GCC.56	First Aid Facilities	61
	GCC.57	Utilities Provisions	61
	GCC.58	Limitations of Liabilities	61
SUB SECTION	G.	CONFIDENTIALITY	62
	GCC.59	Service Provider	62
	GCC.60	The Employer	62
	GCC.61	Exceptions	62
	GCC.62	Required Disclosure	62
SUB SECTION	H.	RESOLUTION OF DISPUTES AND ARBITRATION	63
	GCC.63	Resolution through Discussions	63
	GCC.64	Arbitration	63
	GCC.65	Continued Performance	63
SUB SECTION	I.	CODE OF CONDUCT AND MECHANISM OF BLACKLISTING	64
	GCC.66	Code of Conduct	64
	GCC.67	Mechanism of Blacklisting	64
SECTION	VII	SPECIAL CONDITIONS OF CONTRACT (SCC)	66
SUB SECTION	A.	GENERAL PROVISIONS	67
	B.	OBLIGATIONS OF THE SERVICE PROVIDER	67
	E.	TERMINATION OF CONTRACT	67
SUB SECTION	G.	CONFIDENTIALITY	67
SUB SECTION	H.	RESOLUTION AND DISPUTES	67
SECTION	VIII	FORMS OF CONTRACT	68
	Form-C1	Form of Performance Security	69
	Form-C2	Form of Contract Agreement	71
	Form-C3	Form of Integrity Pact (For Contract Value above Rs.10 M)	73

SECTION-I INVITATION FOR BIDS



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)
Page 1 | 68

NATIONAL BANK OF PAKISTAN

INVITATION FOR BIDS

Pest Management and Control Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi (Contract Duration: Three Years)

National Bank of Pakistan, a leading commercial bank of the country invites sealed bids from experienced companies/firms with an active status on **FBR Active Taxpayer List & Sindh Revenue Board** for aforesaid services and complying the under mentioned Eligibility Criteria:

- 1) The companies/firms shall have completed at least two Annual Contracts of similar nature, costing not less than **Rs. 2.0 Million** during last **Five Year** and shall submit related Satisfactory Contract Completion Certificate.
- 2) The companies/firms shall not have been blacklisted or debar in the past by any Organization / Department for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practice and in the same context shall submit an Affidavit on judicial stamp paper of worth **Rs.500/-**

For interested bidders, bidding documents; containing detailed terms and conditions, method of procurement, the procedure for submission of bids, bid security, bid validity, the opening of bid, etc. have been made available at the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi** during Office Hours up to **9th August, 2023** after submission of written application on Bidder's letter head for issuance of bidding documents, bidding documents Price (as per PPRA rule 23(5)) of Rs. 2,000/- (Rupees Two Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan; after submission of above stated Tax Registration proof and Eligibility Criteria Documents. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/TENDER> free of cost.

All the interested bidders having downloaded the bidding documents, who wish to participate in the bidding, must submit documentary proof of aforementioned Tax Registrations and Eligibility Criteria in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before **10th August, 2023**. In case of noncompliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

The bid with Bid Security; prepared in accordance with the instructions contained in the respective bidding documents, must reach to the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi**, on or before **11:00 am, 11th August 2023**. Bids will be opened on the same day publicly at **11:30 am** respectively at same address (where bids are received) in the presence of Tender Opening Committee and bidder's representatives, who opt to attend. If office remains closed on the bidding date for any reason, the bid will be opened on the next working day at the same time and venue. This advertisement is also available on PPRA website at <https://www.ppra.org.pk> as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER>

**Wing Head,
Head Office Wing, Engineering Group,
Logistics, Communication & Marketing Group,
National Bank of Pakistan
3rd Floor, Head Office Building
I.I Chandigarh Road, Karachi
Tel: 021-99220854, 021-99062219**



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)
Page 3 | 68

A - INTRODUCTION

ITB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid Data Sheet; hereinafter referred to as “**BDS**” invites Bids for the Services specified in the BDS and consolidated details given in Appendix-A to Bid - Scope of Services; of Section IV – Appendices to Bid; hereinafter referred to as the “**Services**”.
- 1.2 Bidders must quote for the complete Scope of the Services. Any Bid not covering complete Scope of the Services will be declared as “**Non-Responsive**” and will be “**Rejected**” readily.
- 1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder; i.e.; the “**Most Advantageous Bidder**”; to be declared in accordance to Clause ITB.33 will be expected to perform the Services for the Contract Period of three (03) years.

ITB.2 Sources of Funds

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

ITB.3 Eligible Bidders

- 3.1 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Services. However, any combination of them is not allowed.
- 3.2 The Invitation for Bids is open to all prospective bidders, subject to any provisions of registration, incorporation or licensing by the respective national or provincial incorporating agency or statutory body established for that particular trade or business.
- 3.3 Bidder should have an active status on FBR Active Taxpayer List & respective Provincial Revenue Board as specified in BDS, on the date of bid submission.
- 3.4 The bidder shall have completed minimum two annual Contracts of similar nature, costing not less than **Rs. 2.0 Million** during last **Five Year**. (Copy of Satisfactory Contract Completion Certificate to be furnished)
- 3.5 The companies/firms shall not have been blacklisted or debar in the past by any Organization / Department for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practice and in the same context shall submit an Affidavit on judicial stamp paper of worth **Rs.500/-**
- 3.6 A Bidder may be ineligible if he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB.3.3, 3.4 and 3.5 respectively for verification as per Notice regarding Invitation for Bids.
- 3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
 - b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.
 - c) have controlling shareholders in common; or
 - d) receive or have received any direct or indirect subsidy from any of them; or
 - e) have the same legal representative for purposes of this Bid; or



- f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
 - g) Submit more than one Bid in this Bidding process.
- 3.8 Bidders shall provide to the Employer, evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.9 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as Employer shall reasonably desire.

ITB.4 One Bid per Bidder

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

ITB.5 Cost of Bidding

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

ITB.6 Authorized Representative(s) of the Bidder

- 6.1 It will be the responsibility of the bidder to authorize any person or persons to act for and on behalf of the bidder, for the purpose of the bidding process; and issue necessary Authorization Letter for the Signatory of the Bid for and on behalf of the Bidder in pursuant to Sub Clause ITB.14.2 (a).

ITB.7 Site Visit

- 7.1 The bidders are advised to visit and examine the “Premises” and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Services. All cost in this respect shall be at the bidder’s own expense.
- 7.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

ITB.8 Sub-Contracting

- 8.1 Sub-Contracting is not allowed.

ITB.9 Bid Opening Procedure

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



B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

- 10.1 In pursuant to Rule 23 (2) of PPR 2004, the Bidding Documents are those as stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB.12.2.
- a) Section I Invitation for Bids.
 - b) Section II Instructions to Bidders (ITB)
 - c) Section III Bid Data Sheet (BDS)
 - d) Section IV Appendices to Bid (Including the following)
 - A-Scope of Services,
 - B-Schedule of Prices /Bill of Quantities (BOQ)
 - e) Section V Standard Forms of Bid
 - Form-B1: Form of Bid
 - Form-B2: Form of Bid Security
(Applicable if Bid Security is submitted in a form of Bank Guarantee)
 - f) Section VI General Conditions of Contract (GCC)
 - g) Section VII Special Conditions of Contract (SCC)
 - h) Section VIII Forms of Contract
 - Form-C1: Form of Contract Agreement
 - Form-C2: Form of Performance Security
 - Form-C3: Form of Integrity Pact (if Contract value/cost is more than Rs.10.0 M)
- 10.2 The number of copies to be completed and returned with the Bid is specified in the BDS.
- 10.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer or the signed PDF version of complete bidding documents downloaded from the Employer's Website.
- 10.4 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

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

- 11.1 Any prospective bidder requiring any clarification(s) may notify the Employer in writing at the given address and by one of the means as indicated in the BDS. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing or in electronic form to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Sub Clause ITB.26.1.
- 11.2 Copies of the Employer's response will be forwarded to all identified prospective bidders, through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the Employer's Website, the response of all such queries will also be available on the same link available at the website.
- 11.3 If a Pre Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for Invitation for bids or in BDS. The Bidder's designated representative is invited



- at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements, Eligibility Criteria or any other aspects of the bidding documents.
- 11.4 In pursuant to Sub Clause ITB.11.3; if a pre bid is held; the prospective bidders are encouraged to send their clarifications to the given address and by one of the means as indicated in the BDS; subject to Sub Clause ITB.11.1; not later than one (01) day prior to the date of such pre bid meeting; so as to allow the Employer sufficient time to address the queries of the prospective bidders properly and effectively during the meeting; if possible.
- 11.5 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause GCC.11.3, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all the identified Bidders.
- 11.6 Any modifications to the Bidding Documents listed in Sub Clause ITB 10.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.12. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 11.7 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: <http://ppra.org.pk>.

ITB.12 Amendment of Bidding Documents

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



C – PREPARATION OF BIDS

ITB.13 Language of Bid

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

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

14.1 The Bid prepared by the Bidder shall constitute the components to be submitted in a sealed Single Envelope as given hereunder in Sub Clause ITB.14.2.

14.2 Sealed Envelope marked as “Original” should contain the Original documents and other Sealed Envelope marked as “Copy” should contain the copies of Original documents; both comprising of the following:

- a) A Written confirmation (Power of Attorney/Authorization Letter) authorizing the Signatory of the Bid for and on behalf of the Bidder, containing following information must accompany the Bid:
 - i) The Name, Designation/Title in the Firm/Company etc. CNIC No., Email address and Contact No. of the Principal (a person; having a legal rights/authority to act for and on behalf of the bidder or to issue such Power of Attorney/Authorization letter;) must be mentioned on the Power of Attorney/Authorization Letter;
 - ii) The Power of Attorney/Authorization Letter should be provided on bidder’s letterhead;
 - iii) The Power of Attorney/Authorization Letter shall be in original with original signatures (scanned and electronic signatures shall not be acceptable);
 - iv) The Power of Attorney/Authorization Letter shall bear the Name, Specimen Signature and Specimen Initial of the Signatory of the Bid as well as his Designation/Title in the Firm/Company etc., CNIC No., Email address and Contact No;
 - v) However; if the Principal is the Signatory of the bid; no such authorization would be required;
- b) Documentary proof of the Principal establishing his legal rights/authority to act for and on behalf of the bidder.
- c) Form of Bid in pursuant to Clause ITB.18;
- d) Bid Security or Bank Guarantee in pursuant to Clause ITB.22;
- e) Completed Schedule of Prices / Bill of Quantities (BOQ) in pursuant to Clause ITB.19
- f) The completed Bidding Documents in pursuant to Clause ITB.24.
- g) Any other document/information; bidder feels mandatory to establish the works conformity to the bidding documents.

ITB.15 Sufficiency of Bid

15.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

15.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be



necessary for preparing the bid and entering into a Contract for execution of the Works.

ITB.16 Documents Establishing Bidder’s Eligibility and Qualifications

16.1 It is established that Bidder’s Eligibility and Qualification as stipulated in Invitation For Bids has already been verified before submission of the bids and only eligible bidders are allowed to submit their bids in due time.

ITB.17 Documents Establishing Works’ Conformity to Bidding Documents

17.1 The documentary evidence of the Works’ conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder may furnish such documentation; if he desires so.

17.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the bidding documents are intended to be descriptive only and not restrictive.

ITB.18 Form of Bid

18.1 The Bidder shall fill the Form of Bid; furnished in the Bidding Documents. The Bid Form must be completed without any alterations to their formats and no substitute shall be accepted.

18.2 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.

18.3 The Form of Bid should be filled, signed and stamped by the authorized Signatory of the bid pursuant to Clause ITB.6; otherwise the bid will be rejected pursuant to Sub Clause ITB.32.4.

ITB.19 Bid Prices

19.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.19 or exclusively mentioned hereinafter in the bidding documents.

19.2 The Bidder shall quote rates and prices for all items specified in the Scope of Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.

19.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the Employer to the Bidder or to be paid by the Bidder itself) or liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.

19.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as Non-Responsive and shall be rejected, pursuant to Sub Clause ITB.32.3.

19.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

ITB.20 Currencies of Bid and Payments

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



ITB.21 Bid Validity Period

- 21.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.
- 21.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
- 21.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Clause ITB.22 in all respects.
- 21.4 Bidders do not agreeing to an extension of their bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid Security.

ITB.22 Bid Security

- 22.1 The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; the amount and currency as specified in the BDS in any of the following forms:
- a) A Payment Order/Demand Draft/CDR
 - b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section IV (Standard Forms of Bid) or any other amended format duly approved by the Employer prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.21.3. In either case, the form must include the complete name of the Bidder;
- 22.2 The Bid Security shall be payable promptly upon written demand by the employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.
- 22.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non-responsive, pursuant to Clause ITB 32.
- 22.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to Clause ITB.21. The Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
- a) the expiry of the Bid Security;
 - b) the entry into force of a procurement contract and the provision of a performance security, for the performance of the contract if such a performance security, is required in the Bidding documents;
 - c) the rejection by the Employer of all Bids;
 - d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
- 22.5 The most advantageous Bidder's Bid Security will be discharged within number of days as mentioned in the BDS after the signing of the contract by the bidder pursuant to Clause ITB.44; or furnishing the performance security (if required); in pursuant to Clause ITB.42.
- 22.6 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 ITB33.2 hereof;
 - c) In the case of a most advantageous bidder, if he fails to:
 - i) Furnish the required Performance Security in accordance with Clause ITB.42.1, or
 - ii) Sign the Agreement, in accordance with Clause ITB.44
- 22.7 In any event as specified in Sub Clause ITB.22.6, the Employer at his sole discretion may award works to second most advantageous bid.

ITB.23 Alternative Bids by the Bidder

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

ITB.24 Format and Signing of Bid

- 24.1 The Bidder shall prepare one original and number of copies of the Bid as indicated in the BDS, clearly marking each “ORIGINAL” and “COPY”, as appropriate. In the event of any discrepancy between them, the original bid shall prevail.
- 24.2 The original bid shall be typed or written in indelible ink; wherever required and shall be signed and stamped by a person or persons duly authorized to sign on behalf of the Bidder in pursuant to Clause ITB.6; otherwise the bid shall be rejected pursuant to Sub Clause ITB.32.3.
- 24.3 The Signatory of the bid in pursuant to Clause ITB.6 signing the bid shall initial/sign and stamped all pages of the bid (which are not required to be filled-in by the bidder), except for the un-amended printed literature.
- 24.4 All Forms and Schedules to Bid are to be properly completed, signed and stamped by the Signatory of the bid in pursuant to Clause ITB.6.
- 24.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the bid.



D – SUBMISSION OF BIDS

ITB.25 Sealing and Marking of Bids

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

ITB.26 Deadline for Submission of Bids

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

ITB.27 Late Bids

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

ITB.28 Withdrawal, Substitution and Modification of Bids

- 28.1 Before bid submission deadline as prescribed in Sub Clause ITB.26.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative for and on behalf of the bidder.
- 28.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.28.1 and must accompany the respective written notice.
- 28.3 Original Bids requested to be withdrawn in accordance with ITB.28.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.29.3.
- 28.4 The withdrawn, substituted or modified Original Bids will only be handed over to the authorized representatives of the bidders in pursuant to Clause ITB.28.
- 28.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder’s forfeiture of its bid security, pursuant to Sub Clause ITB.22.6 (a).



E – BID OPENING AND EVALUATION

ITB.29 Opening of Bids

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



- 29.12 The Bidders’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the record.
- 29.13 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

ITB.30 Confidentiality

- 30.1 In pursuant to Rule 41 of PPR-2004, the Employer shall keep all information regarding the technical or final evaluation i.e. examination, clarification, evaluation and comparison of Bids and recommendation of contract award; confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the time of the announcement of the respective evaluation reports in accordance with the requirements of PPR- Rule 35.
- 30.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Employer’s prior written consent.
- 30.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, the Employer may reject its bid and/or terminate the contract.
- 30.4 Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of its Bid.
- 30.5 Notwithstanding, Clause ITB 30.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

ITB.31 Clarification of Bids

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



wishes to contact the Employer on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

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

- 32.1 Prior to the detailed evaluation of Bids, the Employer will determine whether the Bid:
- a) *is quoted for complete scope of Works and does not deviate from the scope in pursuant with Clause ITB.1.2 and description of works stipulated in "Schedule of Prices" under Section V;*
 - b) *meets the eligibility criteria defined in Clause ITB.3;*
 - c) *is accompanied with a valid Bid Security in pursuant with Clause ITB.22;*
 - d) *is submitted for specified Bid validity period in pursuant with Clause ITB.21;*
 - e) *is submitted with Bid prices firm during the currency of the Contract;*
 - f) *is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the Employer in the Bidding Documents in pursuant with Clause ITB.14;*
 - g) *is properly signed in pursuant with Clause ITB.24.;*
 - h) *is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2. Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.*
- 32.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
- a) *affects in any substantial way the scope, quality, or performance of the Services;*
 - b) *limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidders obligations under the Contract; or*
 - c) *if rectified, would affect unfairly the competitive position of the other Bidders, presenting substantially responsive bids.*
- 32.3 Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 32.4 Bids submitted without a signed Bid Form by the authorized Signatory of the bid will be rejected.
- 32.5 The Employer may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder (provided Evaluation is based on certain ranking criteria).
- Explanation:** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Employer. Examples of minor informalities or irregularities include failure of a bidder to –*
- a) *Submit the number of copies of signed bids required in the bidding documents;*
 - b) *Furnish required information concerning the number of its employees;*
 - c) *Attach proof of some important elements (eg., a quality standard), while it is stated in its bid that, they are in the possession of such elements;*
 - e) *When a bidder does not include some specific self-contained piece of information that makes them*



- miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a Client etc*
- f) *The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
- 32.5 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

ITB.33 Correction of Errors

- 33.1 Financial Bids of the Bidders; as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:
- a) *if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;*
- b) *if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and*
- c) *Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.*
- d) *Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.*
- 33.2 The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited, in accordance with Sub Clause ITB.22.6.

ITB.34 Evaluation and Comparison of Bids

- 34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.
- 34.3 The Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- a) *Making any corrections for the arithmetic errors pursuant to Clause ITB.32.*
- b) *Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.*
- 34.4 The estimated effect of the price adjustment provisions of the Conditions of Contract (if any), applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 No other evaluation criteria or methodologies shall be permitted.
- 34.5 If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work or Services to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities / Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the



amount of the Performance Security set forth in Clause ITB.42 may be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

ITB.35 Determination of Most Advantageous Bid

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

ITB.36 Post-Qualification of Abnormally Low Financial Proposal

- 36.1 Where the Bid price is considered to be abnormally low, the Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:
- a) the Employer may reject a Bid if the Employer has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the Services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract
 - b) Before rejecting an abnormally low Bid the Employer shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
 - c) The decision of the Employer to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
 - d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and
 - e) An abnormally low Bid means, in the light of the Employer’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
- 36.2 In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:
- a) Comparing the bid price with the cost estimate;
 - b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
 - c) Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or any other Federal or Provincial Department / Organization / Agency.
- 36.3 The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.16.
- 36.4 The determination will take into account the Bidder’s experience in the field. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 16, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
- 36.5 The Employer may seek “Certificate for Independent Price Determination” from the Bidder and the results



of reference checks may be used in determining award of contract.

- 36.6 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Employer will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

ITB.37 Posting of Bid Evaluation Report

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

F – AWARD OF CONTRACT

ITB.38 Criteria of Award

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

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

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

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

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

ITB.41 Notification of Award (Letter of Acceptance)

- 41.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.36, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid validity Period in writing or electronic forms that provide record of the content of communication.
- 41.2 Such notification of Award will be made in a form of “Letter of Acceptance”.
- 41.3 It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the “Letter of Acceptance”; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.
- 41.4 The notification of award i.e. “Letter of Acceptance” will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (if applicable) in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.
- 41.5 Upon furnishing of the Performance Security Guarantee (if applicable and required) pursuant to Clause ITB 42 or otherwise entering into the Contract with the Most Advantageous Bidder, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.22.4.

ITB.42 Performance Security

42.1 After the receipt of the Letter of Acceptance, if Performance Security is required to be submitted as specified categorically in the BDS; then the most advantageous bidder; within the number of days stated in the BDS or in the Letter of Acceptance, shall deliver to the Employer a Performance Security in the



amount and in the form stipulated in the BDS.

- 42.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Employer may make the award to the next ranked Bidder or call for new Bids.

ITB.43 Disqualification Prior to Contract Signing

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

ITB.44 Signing of Contract Agreement

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

ITB.45 Advance Payment

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

ITB.46 Arbitrator

- 46.1 The Arbitrator shall be appointed by the mutual consent of both the parties as per the provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto



ITB.47 Integrity Pact

47.3 Under Rule 7 of PPR 2004, the most advantageous bidder should undertake to sign an Integrity pact on the prescribed format given in Form-C3 of Section VIII of the Bidding documents on its letterhead or as a part of the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.48 Overriding Effect of PPR-2004

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)
Page 21 | 68

G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.49 Code of Conduct

- 49.1 The Employer desires that each bidder shall observe the highest standard of ethics during the whole procurement / bidding process and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:
“Corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including, -
- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
 - c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”
- 49.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.49.

ITB.50 Mechanism of Blacklisting

- 50.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
 - b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 50.2 The show cause notice shall contain:
- a) precise allegation, against the bidder or contractor;
 - b) the maximum period for which the Employer to debar the bidder or contractor from participating in any public procurement of the Employer; and
 - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 50.3 The Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 50.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the



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



H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.51 Grievances Redressal & Compliant Review Mechanism

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

ITB.52 Compliant Review Mechanism

52.1 The complaint will be reviewed and necessary decision will be taken by the Employer’s GRC in pursuant to Rule-48 of PPR-2004.

52.2 Any bidder not satisfied with the decision of the Employer’s GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-2004.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION–III

BID DATA SHEET (BDS)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

The following specific data for 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 ITB.

Instructions to Bidders

Clause Reference

SUB SECTION A - INTRODUCTION

1.1 Name of Employer:

NATIONAL BANK OF PAKISTAN (NBP)

Brief Description of Services

Pest Management and Control Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi

Premises:

NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building, Kehkashan, Clifton Karachi.

3.3 Provincial Revenue Board:

Sindh Revenue Board

SUB SECTION B – BIDDING DOCUMENTS

10.2 Number of Copies with Original Bid to be submitted:

One Original Plus One (01) Copy

11.1 Means for Clarifications:

Courier/Postal Service or by Email

Employer’s Address & Email for Clarifications:

Departmental Head, Mechanical; Engineering Wing Head Office, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;

javed.siddiqi@nbp.com.pk

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

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

No. of days within which NBP can respond:

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

11.3 Pre bid Meeting:

N/A

11.4 Clarifications for Pre bid Meeting

N/A

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

Three (03) days



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SUB SECTION C – PREPARATION OF BIDS**21.1 Period of Bid Validity:**

One Hundred Eighty (180) days from the date of Bid Opening.

22.1 Bid Security:

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

22.5 Discharge of Most Advantageous Bidder's Bid Security

Fifteen (15) days

24.1 Number of Copies of the Bid to be submitted:

Same as specified above at Clause 10.2

SUB SECTION D – SUBMISSION OF BIDS**25.2 Employer's Address for the Purpose of Bid Submission:**

Office of Wing Head, Engineering Wing Head Office, Engineering Group, LCMG; NBP, 3rd Floor, Head Office Building, I.I.Chundrigar Road, Karachi;

Title and Identification Number of Project / Contract:

The title of the Project/Contract is

Pest Management and Control Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi

The Identification Number:

Would be the PPRA No: and NBP No: of Notice for Invitation posted on PPRA and NBP Websites respectively.

26.1 Deadline for Submission of Bids:

11:00 am, 11th August, 2023

SUB SECTION E – BID OPENING AND EVALUATION**29.1 Venue, Time, and Date of Bid Opening:****Employer's Address for the Purpose of Bid Opening:**

Office of Wing Head, Engineering Wing Head Office, Engineering Group, LCMG; NBP, 3rd Floor, Head Office Building, I.I.Chundrigar Road, Karachi;

Time and Date for Bid Opening:

11:30 am, 11th August, 2023

29.6 Same as mentioned above at 29.1

SUB SECTION F – AWARD OF CONTRACT

- 40.1 **Quantities Variations:**
Not more than 15% of related items.
- 41.3 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**
Within three (03) working days from the date of receipt
- 42.1 **Performance Guarantee to be submitted by the Most Advantageous Bidder:**
Not required.
- 44.1 **Submission of Contract Agreement by the Most Advantageous Bidder:**
Within seven (07) working days from the submission date of acceptable Performance Security (if required) or otherwise from the date of receipt of Letter of Acceptance or any other number of days as specified in the Letter of Acceptance as per format specified in Form – C2 of Section VIII or amended by the Employer (if required).
- 44.2 **Signing of Contract Agreement:**
Within seven (07) working days after the receipt of Contract Agreement form the Most Advantageous Bidder.
- 45.1 **Advance Payment:**
No advance Payment is allowed.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION-IV APPENDICES TO BID



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)
Page 29 | 68

A – SCOPE OF SERVICES

1. PEST

The term “Pest” in the context of this bid refers to any or all hazardous or dangerous insects, organism, microorganisms, rodents; including but not limited to the following:

- a) **Insects:** aphids, beetles, flies, bees, mosquitoes, dengue, larva, wasps, crawling insects, ants and all type of roaches;
- b) **Microorganisms:** bacteria, fungi, viruses, bugs and other pathogens.
- c) **Termites:** all types.
- d) **Rodents:** Rates and mice.

2. PREMISES

“Premises” in the context of this bid will include all the covered and open areas of the following buildings:

- a) **NBP Head Office Building, I.I.Chundrigar Road, Karachi**
- b) **NBP Ex NDFC Building, Tariq Road, Karachi**
- c) **NBP Kehkashan Building, Clifton Karachi**

3. PEST IDENTIFICATION

The bidder will be responsible to accurately identify the pest species and monitor their populations and level of infestation to determine the appropriate control measures.

4. INSPECTION OF PREMISES

The bidder will be responsible to conduct a detailed and thorough inspection of all the specified bank premises to identify pest entry points, breeding areas and nesting sites.

5. PEST MANAGEMENT PLAN

The bidder will be responsible to develop a comprehensive pest management plan based on the site inspection and pest identification. Such plan should include an integrated pest management (IPM) approach to pest control that focuses on minimizing the use of chemical pesticides while effectively managing pests including effective disposal (particularly rodents) outside the Employer’s premises. The IPM shall integrate necessary strategies and techniques to prevent and control pests in a sustainable and environmentally friendly manner; and shall include but not limited to the following:

Pest Control Measures: The details of implementation of recommended pest control measures and treatment selection complying with international and local regulations, including sealing entry points, trapping, repellants, pasting, baiting and pesticide applications.

Chemicals and Equipment: The details of WHO approved eco-friendly, food graded safe and efficient pesticides or insecticides and necessary equipment/tools to be used for pest control treatment.

Treatment Schedule: Recommended schedule for regular treatments to eliminate existing pests and prevent future pest infestations.



6. EFFECTIVE TREATMENT SELECTION

The recommended pest control measures and treatments should be effective and the chosen pesticides or material should be suitable and effective for each targeted pest control. The effectiveness of the treatment must be ensured and if the spray or pasting or any other treatment or pest control measures proves ineffective, the contractor would be obligated to opt for any other better measure and would conduct additional treatments without incurring any additional cost.

7. POST TREATMENT INSPECTIONS

The bidder will be responsible to conduct a detailed and thorough post treatment inspection after recommended intervals to evaluate the result and effectiveness of the treatments conducted and necessary measures to be taken accordingly.

8. STAFFING

The bidder will be responsible to provide necessary trained staff in proper Uniform (Long Sleeve Shirt and Pants) displaying Service Provider's and Staff name; as and when required on need arises basis to perform desired pest control services and ensure 24/7 coverage of all the specified premises. However, one of such trained staff will remain available at NBP Head Office Building, Karachi from 9:00 am to 9:00 pm during all working days. In exceptional cases; the Services may also be required beyond specified hours or on Saturdays & Sundays and any gazette holidays announced by the government of the Islamic Republic of Pakistan, if so desired by the Employer; at no additional charges.

9. PERSONAL PROTECTIVE EQUIPMENT (PPE):

The Staff deputed for the Services shall be equipped with all necessary Personal Protective Equipment (PPE) or Pesticide Protective Gear such as safety jackets; goggles, gloves, respirators, safety shoes, socks, helmets etc. as per WHO and HSE Safety Standards; the charges for which shall be borne by the Service Provider.

10. PLAN AND REPORTS

The bidder will be responsible to submit the following:

- a. **Preliminary Inspection Report:** Containing details of inspection and pest identification in pursuant to Scope of Services Clause: 3 and 4 above.
- b. **Pest Management Plan:** Containing details of consolidated plan in pursuant to Scope of Services Clause: 5 above.
- c. **Post treatment Inspection Report:** Containing details of inspection in pursuant to Scope of Services Clause: 7 above.
- d. **Daily Activity Report:** Containing details of activities performed during the day.
- e. **Consolidated Monthly Progress Report:** Containing details of services performed during the month, effectiveness of treatments conducted and necessary recommendations (if any).



11. PREVENTIVE ACTION:

The bidder will be responsible to provide necessary recommendations for the hygiene improvement and conduct necessary training sessions to Employer’s Staff for effective implementation of Pest Management Plan and optimization of Pest Control, as and when desired by the Employer.

12. ADDITIONAL SERVICES:

The bidder will also be responsible to utilize its deputed Staff or Team and appropriate Spray equipment/machines for necessary disinfection services against COVID or any other disease or virus not covered under the scope of services as mentioned above, free of cost. However, necessary medicines or chemicals to be used for such disinfection services will be provided by the Employer.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

APPENDIX - B TO BID
SCHEDULE OF PRICES (BOQ)

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

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

(In Words: _____ only)

Note:

1. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Since participating bidders are required to ensure compliance with relevant laws, therefore, the Employer may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
4. While assessing the economic viability, if Employer found that cost quoted by the any qualified bidder is not workable to comply with the provisions of contract, Employer reserves the right to reject such bid/s.
5. No escalation or variations on any account will be entertained on the above quoted bid rates for Monthly/Annual Fee during the Contract Period.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION–V STANDARD FORMS OF BID



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

Form – B1 (Form of Bid)

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

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

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

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

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

Project Title: Contract for Fumigation Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi.

To: National Bank of Pakistan:

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

1. We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (Clause ITB.12);
2. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
3. We are hereby confirming NBP, to be the Appointing Authority, to appoint the adjudicator/arbitrator in case of any arisen disputes in accordance with Clause ITB.45.
4. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 22;
5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the Contract Duration as stated in Bid Data Sheet.
7. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.
8. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of twenty-eight (28) days beyond the bid validity period.
9. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification for award, shall constitute a binding contract between us.
10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

other person or persons making a bid for the Services.

11. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.

Dated this _____ day of _____, 2023

Signature: _____

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

(Name of Bidder in Block Capitals)(Seal)

AddressWitness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Form – B2
(Form of Bid Security)

(Bank Guarantee to be issued from any Scheduled Bank in Pakistan)
(Over Stamp paper of worth as per Stamp Paper Act)
(Not to be followed in case Bid Security is submitted in a form of Pay Order/CDR)

Guarantee No _____
Executed on _____
Expiry Date _____

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

Name of Principal (Bidder) with address: _____

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

Bid Reference No: (NBP): _____ (PPRA): _____ Date of Bid Opening: _____

Bid Title: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the National Bank of Pakistan, (hereinafter referred to as "NBP") 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 Bidder has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to NBP; and

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

- 1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- 2) that in the event of;
 - a) the Bidder withdraws his Bid during the period of validity of Bid, or
 - b) the Bidder does not accept the correction of its Bid Price, or
 - c) failure of the Most Advantageous Bidder to
 - (i) furnish the required Performance Guarantee, or



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

(ii) sign the proposed Contract,

then; the entire sum be paid immediately to the said NBP as liquidated damages and not as penalty for the Most Advantageous Bidder's failure to perform.

NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with NBP in accordance with its Bid as accepted, and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the timespecified 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 NBP the said sum stated above upon first written demand of NBP without cavil or argument and without requiring NBP to prove or to show grounds or reasons for such demand, notice of which shall be sent by NBP by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT NBP shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee 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 NBP forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee 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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

SECTION–VI GENERAL CONDITIONS OF CONTRACT (GCC)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

A - GENERAL PROVISIONS

GCC.1 Definitions

- 1.1 Unless otherwise required by the context in which a defined term appears, the words and expressions whenever used in this Contract shall have the following meanings; hereby assigned to them:
- a) **“Affiliate”** means, any entity with respect to any Party, hereto; that is a direct or indirect parent or subsidiary of such Party or that directly or indirectly (i) owns a majority interest or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this Agreement, the Employer and Service Provider shall not be deemed to be Affiliates of each other.
 - b) **“Annual Fee”** means the total amount of Services Fee for a Yearly Period or twelve (12) months.
 - c) **“Applicable Law”** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
 - d) **“Arbitrator”** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Sub Section H of GCC. hereunder.
 - e) **“Authorized Representatives”** mean the representatives for and on behalf of the Employer or the Service Provider, who are responsible to take any action required or permitted to be taken, and to execute the services under this Contract.
 - f) **“Authority”** means Public Procurement Regulatory Authority.
 - g) **“Confidential Information”** means any of the information being shared with the Service Provider including but not limited to; plans, ideas related to the premises or specifications of the Fumigation Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
 - h) **“Contamination”** means, the Hazardous Substances arising from the premises; that may require clean-up, removal, response or remediation under any applicable Islamic Republic of Pakistan Governmental Rule.
 - i) **“Contract”** means the legally binding written agreement entered into between the Employer and the Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - j) **“Contract Period”** means the duration of the Contract as specified in the SCC, for which the Service Provider is bound to provide desired Services in pursuant to Section - “Scope of Services”.
 - k) **“Contract Price”** is the total amount for the Contract Period as stated in the Letter of Acceptance.
 - l) **“Day”** means a Gregorian Calendar Day, unless indicated otherwise.
 - m) **“Effectiveness of Contract”** means the date on which the Contract agreement is signed between both the parties.
 - n) **“Effective Contract Date”** is the date; since when the period of the Contract will be effected / started as shown in the Letter of Contract Commencement issued by the Employer.
 - o) **“Employer”** means NBP and its legal successors; procuring the Services from the Service Provider.
 - p) **“Expiry Contract Date”** is the date; on which the Contract will be ceased to be effective / expired as shown in the Letter of Contract Commencement issued by the Employer.
 - q) **“Force Majeure”** means an unforeseeable event, condition or circumstance which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of the Party and which could not have been avoided by due diligence and use of



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

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

- r) **"Government"** means the Government of the Islamic Republic of Pakistan.
- s) **"GCC"** mean the General Conditions of Contract contained in this section.
- t) **"Language"** means English language, in which this Contract has been executed and shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Contract.
- u) **"Letter of Contract Commencement"** means letter issued by the Employer for the commencement of the Contract by the Service provider; thereafter signing of the Contract
- v) **"Party"** means the Employer or the Service Provider as the case may be, and **"Parties"** means both of them.
- w) **"Staff"** mean Employees of the Service Provider deputed at the premises.
- x) **"Premises"** mean the location/area at which Services are to be provided by the Service Provider and as specified in the Appendix A to Bid – "Scope of Services".
- y) **"Project Name"** means the name of the project stated in SCC.
- z) **"SCC"** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- aa) **"Services"** mean the services to be rendered by the Service Provider during the Contract Period as specified in the Appendix A to Bid – "Scope of Services".
- bb) **"Service Provider"** means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors in title or permitted assigns of the Service Provider.
- cc) **"Services Fee"** means the payment to be made to the Service Provider for its performance of Services during a particular month corresponding to respective yearly period.
- dd) **"Service Provider's Bid"** means the completed Bid document submitted by the Service Provider to the Employer.
- ee) **"Specifications"** mean the specifications of the pesticides, medicines or chemicals, equipment, tools, machinery or any other material required by the Service provider to effectively execute the contracted services as specified in the Appendix A to Bid, and any modification or addition made or approved by the Employer.
- ff) **"Staff"** mean Employees of the Service Provider deputed or visiting the Employer's premises to provide Contractual Services.
- gg) **"Yearly Period"** means twelve (12) months period of each of the three Years commencing from the effective Contract date.

GCC.2 Application and Interpretation

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



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

GCC.3 Governing Language

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

GCC.4 Applicable Law

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

GCC.5 Effective Date and Term of Contract (Contract Period)

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



GCC.6 Relationships of the Parties

6.1 Service Provider has been retained by the Employer as an independent contractor to perform, maintain and manage the Fumigation works on behalf of the Employer, in accordance with Prudent Utility Practice and the requirements of the Contract. The Employer has delegated to Service Provider overall responsibility for operating, maintaining and managing the fumigation work to ensure that the fumigation services is available for its function for the Employer and meets all requirements under the Contract. Neither Service Provider nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Service Provider is the agent of the Employer to the limited extent that this Contract expressly grants Service Provider the authority to act on behalf of the Employer.

GCC.7 Assignment

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

GCC.8 Representatives

8.1 The Employer and Service Provider shall each designate an authorized representative to act for and on behalf of them during the Contract period. The Employer’s **“Authorized Representative”** in the context of this Contract is named as such in the SCC. However; Service Provider will submit such authorization in writing to the Employer after receipt of the Letter of Acceptance.

8.2 The representatives designated by the Employer and the Service Provider in accordance to Sub Clause GCC.8.1 (a) could be changed; however; only upon written notice to the other party. These designated representatives shall be the primary means for communication and all other interactions between the Employer and Service Provider that are required under this Contract and shall have the power and authority to bind their respective principals under the terms of this Contract, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

GCC.9 Notices

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

GCC.10 Independent Service Provider Status

10.1 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Employer will not provide the Service Provider or the Service Provider’s employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider’s responsibility.



- 10.2 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider's employee(s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.
- 10.3 None of the Service Provider's employee (s) shall be entitled to seek employment with the Employer merely on the ground that he/she had been posted by the Service Provider at any of the premises of the Employer for performance of this contract.

GCC.11 Force Majeure

- 11.1 If either the Employer or Service Provider is rendered wholly or partially unable to perform its obligations under this Contract (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder:
- a) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and
 - b) use all its reasonable steps and takes commercial efforts to remedy its inability to perform and overcome the Force Majeure.
- 11.2 The suspension of performance shall be of no greater scope and no longer duration than that which is necessary.
- 11.3 No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.
- 11.4 If the Force Majeure persists the affected Party may terminate this contract as per Clause GCC.48 of the Contract because of Force Majeure.

GCC.12 Integrity Pact

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

GCC.13 Amendments

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

GCC.14 No Waiver

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



GCC.15 Miscellaneous provisions

15.1 Survival

Notwithstanding any provisions herein to the contrary, the obligations set forth in Clause GCC.28 and Sections F, G and H and the limitations of liabilities set forth in Clause GCC.58, shall survive in full force despite the expiration or termination of this Contract.

15.2 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Service Provider or the Employer arising from Service Provider's failure to operate and maintain the services in accordance with applicable Laws without the Employer's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause GCC.58, be the sole responsibility of Service Provider and shall not be deemed to be compensated by the Employer.

15.3 Representations and Warranties

Each party represents and warrants to the other party that:

- (a) such party has the full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated hereby;
- (b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Contract, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and
- (c) there 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.

15.4 Counterparts

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

15.5 Partial Invalidity

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

15.6 Declarations

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



B - OBLIGATIONS OF THE SERVICE PROVIDER

GCC.16 Scope of Services

- 16.1 The Service Provider's Staff or Team shall provide necessary Services on behalf of the Service Provider in accordance to Appendix-A to Bid.
- 16.2 The Service Provider shall take all its efforts and professional acumen to ensure desired performance.
- 16.3 The Service Provider shall be obliged to perform the Services as assigned under the Contract and if the Service Provider has to spend time beyond the normal Office timings or during holidays to complete the contractual obligation, the Employer shall not be responsible for any extra payment.
- 16.4 The Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services or performance as desired under the Contract, the Employer is entitled to impose Liquidated Damages and make deductions from monthly bills as per Clause GCC.45.

GCC.17 Standards for Performance of the Services

- 17.1 Service Provider shall perform the Services required under this Contract as set forth in Appendix-A to Bid and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and existing prudent industry practices, and shall observe sound management practices.
- 17.2 If at any time during the performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the performance of part or whole of the Services, the Service Provider shall promptly notify the Employer in writing or in electronic forms that provide record of the content of communication of the fact of the delay; its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Employer shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages.
- 17.3 The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Service providers or third parties.
- 17.4 The Service Provider will ensure continuity of services without interruption as per requirement.
- 17.5 In the course of the performance of the services the Service Provider shall comply with all requirements of the Employer.
- 17.6 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Employer in Pakistan.
- 17.7 Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the Service quality standards or to perform its services in accordance to Appendix-A to Bid; at no extra cost to the Employer as and when required.
All individuals employed by Service Provider to perform the Services shall be employees of Service Provider, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Service Provider (subject to the Employer's approval).
- 17.8 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees; ensure proper dressing/uniform as per local culture/norms by displaying service providers



- cards for identification and any others practices which are followed by the Employer. Service Provider shall not act in a way which is prejudicial to the Employer’s interests or business.
- 17.9 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned In the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.
- 17.10 With respect to labor matters, hiring personnel, and employment policies, Service Provider shall comply with all applicable Laws. Service Provider also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Service Provider’s acknowledgment (hereby given) that Service Provider has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate the Employer.

GCC.18 Staff Standards

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

GCC.19 Quality Control

- 19.1 The Employer shall check the Service Provider’s work and performance; and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider’s responsibilities under the Contract.
- 19.2 The Employer may serve a written warning to the Service Provider to improve the quality of Services



and remove the deficiencies. For each deficiency and poor service, the Employer will impose a penalty as per Sub Clause GCC.45.1.

- 19.3 The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, the Employer may issue notice to the Service Provider.
- 19.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, the Employer may after giving the 14 days' notice to Service Provider terminate the Contract as per Clause GCC.47. Notwithstanding anything contained in the Contract and /or applicable law, the Performance Guarantee shall be forfeited and the Employer may also blacklist or debar the Service Provider from participation in future Contracts.

GCC.20 Services tools, material and equipment

- 20.1 The Service Provider shall bring at site all pesticides, medicines or chemicals, equipment, material and tools including but not limited to those specified in the Contract necessary to carry out the services under the Contract as per Appendix A to Bid.
- 20.2 The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Duration.
- 20.3 In pursuant to Sub Clauses GCC.20.1 and 20.2; the Employer will not be liable for any cost for purchase or maintenance; whatever the case may be.
- 20.4 Title to all materials, equipment, supplies, spare parts and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by the Employer being not covered under the Contract or being the obligations of the Employer; other than those being arranged and maintained subject to Sub Clauses GCC.20.1 & 20.2 or specified in the Appendix-A to Bid hereunder shall pass immediately to and vest in the Employer upon the passage of title from the Vendor or Supplier or Service Provider thereof, provided, however, that such transfer of title shall in no way affect Service Provider's obligations as set forth in this Contract.

GCC.21 Compliance

- 21.1 The Service Provider shall be responsible to comply with all applicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory payments under Labor Laws which includes but not limited to:
- a) Payment of at-least minimum wages / salaries / remuneration as notified by the Federal or Provincial Government or any other State Owned Entity; having such authorization.
 - b) Ensure EOBI / Social Security registration of its resources and regular payment of contributions.
 - c) Group Life and Medical Insurance.
 - d) Any other necessary Insurance Policy applicable for the Fumigation Staff against accidents; personal injury etc. as per applicable laws.
 - e) Casual, medical and maternity or any other leaves as per applicable laws.
 - f) Any other requirement as applicable under the relevant law.
- 21.2 Service Provider shall apply for and obtain, and the Employer shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.



- 21.3 Service Provider shall provide reasonably necessary assistance to the Employer, to secure permits, licenses, and approvals (and renewals of the same) that the Employer is required to obtain from or file with any governmental agency regarding the Contract.
- 21.4 The Service Provider shall organize to pay its own and its employees taxes, and the Employer is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
- 21.5 Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted by the Service Provider without any liability on the Employer. Service Provider also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Contract.
- 21.6 The Service Provider shall promptly notify the Employer of any matter coming to their knowledge that could have a material effect on the business or affairs of the Employer.
- 21.7 The Service Provider shall carry out all instructions of the Employer communicated through the Authorized Representative; which comply with the applicable laws where the premises are located.
- 21.8 The Service Provider shall adhere to all directions of the Employer and observe security protocol as per Employer's requirement for execution of services like security clearance of its employees, etc. For which documents / data shall also be provided to the Employer.
- 21.9 The Service Provider warrants that its Staff or employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if the Employer is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and the Employer shall have exclusive right to not accept the services of any service provider resource.
- 21.10 The Service Provider shall upon reasonable notice by the Employer allow the Employer's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Employer if so required by the Employer.
- 21.11 The Service Provider shall comply with any code of conduct provided to the Service Provider by the Employer from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Employer.

GCC.22 Services Records and Reports

- 22.1 Service Provider shall prepare, maintain and submit on periodic basis, the Services logs, records, and reports that document the Services, all in form and substance sufficient to meet the Employer's reporting requirements as specified in Contract and Appendix-A to Bid.
- 22.2 All, reports, and other documents submitted (if any) by the Service Provider shall become and remain the property of the Employer, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such document. Future use of these documents by the Service Provider shall be subject to approval



of the Employer.

- 22.3 Service Provider shall provide the Employer reasonably necessary assistance in connection with the Employer's compliance with reporting requirements under the Contract, applicable Laws or any other agreement to which the Employer is a party relating to the Contracted Services. Such assistance shall include providing reports, records, logs and other information that the Employer may reasonably request as to the services or its operation.

GCC.23 No Liens or Encumbrances

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

GCC.24 Emergency Action and prompt intimation to the Employer

- 24.1 If any likely future events, problems or circumstances whether on Service Provider's part or on the Employer's part, that may adversely affect the quality of Services, the Service Provider shall promptly notify the Employer and should also provide the details of likely corrective measures required.
- 24.2 If an emergency endangering the safety or protection of persons, or property located near the premises occurs, Service Provider shall promptly notify the Employer and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss.
- 24.3 Service Provider shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.
- 24.4 However; if the Service Provider fails to give an early warning or any notification to the Employer without any justified reason he shall be held responsible for all the consequences thereof.

GCC.25 Trainings

- 25.1 The Service Provider; as desired by the Employer shall provide necessary trainings to the Employer's specified personnel; without any compensation from the Employer.

GCC.26 Performance Security

- 26.1 The Service Provider shall furnish a Performance Security in a form and amount; if specified in SCC.
- 26.2 Notwithstanding anything contained in the Contract and / or applicable; the Performance Security will be invoked and claimed; if Service Provider fails to perform its obligations under the Contract.

GCC.27 Submission of Bills

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

GCC.28 Limitations of Service Provider

- 28.1 Notwithstanding any provision in this Contract to the contrary, unless previously approved by the Employer in writing or through Employer's approval, Service Provider and any employee, representative,



or other agent of Service Provider are prohibited from taking the specified actions with respect to the matters indicated below.

- (a) **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of the Employer, including any property or assets purchased by Service Provider where the purchase cost is paid by the Employer;
- (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
 - (i) on behalf of, in the name of, or purporting to bind the Employer or
 - (ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to the Employer at any time;
- (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 23 and 24, Service Provider may, without prior approval from the Employer, make limited expenditures in accordance with those provisions;
- (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual fumigation services Plan, or the requirements of any provisions under the Contract;
- (e) **Lawsuits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, the Employer or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- (f) **Liens:** Create, incur or assume any lien upon the services;
- (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of the Employer or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any fumigation Agreement; or
- (h) **Agreements:** Enter into any agreement to do any of the foregoing.

GCC.29 Execution of Documents

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

GCC.30 Proprietary Information

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

GCC.31 Branch of Contract

31.1 Any breach by Service Provider under this Section shall constitute a material breach of the Contract and may lead towards Termination as per Clause.47. In addition, the Employer shall be entitled to require



Service Provider to

- (a) remedy the breach at its cost;
- (b) pay for it to be remedied; or
- (c) repay all amounts already paid for the defective Services.

GCC.32 Conflict of Interests

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

C - OBLIGATIONS OF THE EMPLOYER

GCC.33 Access and availability of Premises

- 33.1 The Employer will provide access to Service Provider and Service Provider's Employee(s) i.e. Staff (after verification and clearance by the police or other investigation agency as per the Employer's Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 39.2 The Employer will provide necessary Security clearances and Access cards or passes to all the Fumigation Staff; subject to its prevailing Security protocols; which shall be bound on the Service provider.

GCC.34 Service Provider's Staff

- 34.1 The Employer or its Authorized Representative will be the sole judge to approve the appointment of proposed Staff from the Service Provider; provided the genuineness of the credentials of the Staff are verified and authenticated by the Service Provider.
- 34.2 If the Employer finds that any of the Service Provider's Staff have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of any of its employees; then the Service Provider shall, arrange for respective replacement.

GCC.35 Emergency Action

- 35.1 Subsequent upon intimation from the Service Provider in pursuant to Clause GCC.24; the Employer shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.

GCC.36 Performance / Completion Certificate

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

GCC.37 Payment of Monthly Bills

- 37.1 The Employer will be responsible to make payment of monthly bills being submitted by the Service provider in accordance to Section D of GCC, within 30 days from the day of its receipt.



D - PAYMENTS & DEDUCTIONS

GCC.38 Services Fee

- 38.1 Services Fee is a fixed monthly amount; in accordance to corresponding Annual Fee for Relevant Yearly Period; as quoted in the bid.
- 38.2 Services Fee shall be payable; since:
- Effective Contract Date till the Expiry Contract Date; provided Contract was satisfactory executed for the specified Contract Period; or
 - Effective Contract Date till the Contract Termination Date.

GCC.39 Annual Fee

- 39.1 Annual Fee will be the total amount for any particular Yearly Period as calculated and stated in the bid.

GCC.40 Contract Price

- 40.1 The Contract Price is the amount for the Services performed by the Service Provider during the Contract Period as stated in the bid or Letter of Acceptance. No escalation or variation is applicable.

GCC.41 Payments

- 41.1 The Employer will be responsible to pay the Monthly Service Fee to the Service Provider for performance of the Services during a particular month; on monthly basis.
- 41.2 The payments shall be made in pursuant to sub Clauses of this Section.

GCC.42 Currency of Payment

- 42.1 All payments will be made in Pak Rupees.

GCC.43 Taxes and Duties

- 43.1 All applicable taxes and duties as per Federal or Provincial Governments or any other relevant authorized agency; shall be deducted by the Employer at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.
- 43.2 The Service Provider is bound to pay all liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.
- 43.3 In pursuant to Sub Clauses GCC.43.1 & 43.2; no increase will be entertained; and prices quoted in the bid will remain fixed for the Contract Period.

GCC.44 Terms and Conditions of Payments

- 44.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any deductions of taxes and duties in pursuant to Clause GCC.43 and deductions for liquidated damages (if any) against the Service Provider in pursuant to Clause GCC.45.
- 44.2 Payments will be made upon submission of invoice/s by the Service provider, subject to confirmation of providing satisfactory Services by the Employer's Authorized Representative or any other authorized officer of the Employer.
- 44.3 The Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration



and other regulatory payments to its resources used under this contract for the preceding month; for which monthly Invoice is submitted for release of payment.

- 44.4 In case of arising any dispute or conflict regarding any matter or Services or part of Services; for which the Employer has refused to make the payment. such notification will be issued in writing to the Service provider; explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause GCC.63.

GCC.45 Liquidated Damages and Deductions

- 45.1 For each deficiency, poor service or ineffective treatment result or delay in desired performance despite verbal or written Notices, for which the Employer’s Authorized Representative will be the sole judge; the Employer; without prejudice to its other remedies under the Contract; may impose liquidated damage on each such event, and shall deduct the amount from the Monthly Fee as per following calculations:

$$(1.5 \times \text{Service Fee} \times \text{No. of Events} / 30)$$

- 45.2 In addition to the above liquidated damages, the Employer would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of the Employer and / or third party due to any fault on the part of the Service Provider.
- 45.3 Moreover, any risks of personal injury or death resulted due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, plants, fixtures, metallic items etc.) are Service Provider’s risks and the Service Provider shall have to make good all damages/losses to the Employer and the Employer shall make necessary deductions or will take necessary legal action as per law of Islamic Republic of Pakistan for any irreparable loss.
- 45.4 The deductions for the liquidity damages or penalties does not relieve the Service Provider to provide services as mentioned in the Contract.



E - TERMINATION OF CONTRACT

GCC.46 Term

46.1 The term of this Contract shall be from and including the Effective Contract Date to and including the Expiry Contract Date as mentioned in the Letter of Acceptance. This Contract is subject to earlier termination pursuant to Clauses GCC.47, GCC.48, GCC.49 or GCC.50.

GCC.47 Termination for Defaults

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

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

- a) the Service provider fails to perform any obligation(s) under the Contract;
- b) the Service Provider fails to submit Performance Security (Guarantee) within the time specified in the SCC or does not maintain or extend the Performance Security
- c) the Service Provider has abandoned or repudiated the contract;
- d) a payment is not paid by the Employer to the Service Provider after 90 days from the due date for payment; not subject to dispute under the Clause. GCC.63; provided that a written notice is received from the Service Provider; not later than forth five (45) days that such payment is overdue.
- e) the Employer gives Notice that non-performance or unsatisfactory performance or any maintenance works to be executed related to any material Services under the Contract is a fundamental breach of Contract and the Service Provider fails to remedy such non-performance or unsatisfactory performance or rectification of defective works within a reasonable period of time determined by the Employer; and
- f) if the Employer determines, based on the reasonable evidence, that the Service Provider has engaged in corrupt and fraudulent practices as described under Rule-2(1)(f) of PPR-2004, in competing for or in executing the Contract.
- g) If the Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.

47.3 In the event the Employer terminates the Contract in whole or in part, pursuant to Clause GCC.47.2, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those unperformed, and the Service Provider shall be liable to the Employer for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

47.4 Except as provided under Clause GCC.48, a delay by the Service Provider in the performance of its Services obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to Clause GCC.45, unless an extension of time is agreed upon pursuant to Sub Clause GCC.17.2 without the application of liquidated damages.

GCC.48 Termination for Force Majeure

48.1 Notwithstanding the provisions of Sub Clause GCC.17.2 and Clauses GCC.45, and GCC.47, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.



- 48.2 If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party within three (03) days of such event; giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Employer in writing or in electronic forms that provide record of the content of communication, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 48.3 However; subject to Sub Clause GCC.48.2; if the Service Provider fails to perform a material portion of the Services under the Contract or is unable to remedy the affected works or Services; for not less than sixty (60) days; Employer may terminate the Contract; by not less than fourteen (14) days written notice to the Service Provider.

GCC.49 Termination for Bankruptcy or Insolvency

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

GCC.50 Termination for Convenience

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

GCC.51 Service Provider’s Staff

- 51.1 Upon expiration or termination of this Contract, Service Provider shall remove its Staff from the Premises.

GCC.52 Payment upon Termination

- 52.1 In the event of a termination of this Contract pursuant to the Clauses GCC.47, GCC.48, GCC.49 & GCC.50, the Employer shall make the following payments to the Service Provider;
- a) Payments in pursuant to GCC Clauses under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination;
 - b) except in the case of termination under Sub Clauses GCC.47.2 (b), (c), (f), (g), and GCC.49.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract;



- c) If the total amount already released by the Employer exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
- d) In case of termination under Clauses of GCC Section - E except under Clause GCC.48 & GCC.50, performance security shall be forfeited.

52.2 Notwithstanding payment of any amount pursuant to this Section E, the Employer shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by the Employer pursuant to this Section E, together with any supporting documentation requested by the Employer, for a period of two (2) years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Service Provider did not constitute, in whole or in part, a reimbursable item pursuant to this Clause GCC.52, the Employer may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or the Employer may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

F - INDEMNIFICATION AND LIABILITIES

GCC.53 Indemnification by Service Provider

- 53.1 Service Provider shall indemnify, defend and hold harmless the Employer, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "Employer's Indemnified Parties"),
- a) from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Service Provider or anyone acting on Service Provider's behalf or under its instructions, in connection with this Contract and Service Provider's obligations thereunder. Any costs or expenses incurred by Service Provider pursuant to its indemnity obligations under this Sub Clause GCC.53.1 (a) shall be the sole responsibility of the Service Provider;
 - b) against all liabilities, including judgments and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract;
 - c) Against any or all claims of Service provider's current employees or ex- employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity;
 - d) against any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract;
 - e) against any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon;
 - f) against all claims of compensation by an employee of Service Provider; his family or legal heirs or any other agency, autonomous body, any NGO or government department. arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs;
 - g) The Service Provider may, to protect itself; obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify the Employer regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Employer's claim shall authorize the Employer to deduct the claimed amount from the amount payable to Service Provider.

GCC.54 Indemnification by the Employer

- 54.1 The Employer shall indemnify, defend and hold harmless Service Provider, its officers, directors, employees, agents, Affiliates and representatives (the "Service Provider Indemnified Parties") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or



in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of the Employer or anyone acting on the Employer's behalf or under its instructions (other than Service Provider and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Contract and the Employer's obligations thereunder.

GCC.55 Environmental Liabilities

- 55.1 The Service Provider shall comply with all statutory and regulatory requirements related to contaminations and Health, Safety, Environment and Security (HSE&S) as well as the Employer's instructions, procedures or policies related thereto, at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Contract to the Service Provider.
- 55.2 The Employer may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that the Employer's recommendations and industry standards in this regard are implemented without any delay.
- 55.3 The Service Provider shall provide the Employer; information about its working practices, materials and Equipment and shall operate in a manner which does not compromise the Employer's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- 55.4 The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.
- 55.5 The Service Provider shall pay special attention to the following environmental protection measures:
- a) Control of other air pollutants.
 - b) Recovery and recycling of usable material
 - c) Control of noise from power facilities.
 - d) Limitation of Vibrations.
 - e) Preservation of natural land to the extent possible.
 - f) Preservation of archaeological Sites.
 - g) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.
- 55.6 The Employer reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of the Employer communicated to the Service Provider from time to time.
- 55.7 The Employer shall not be responsible for claims directly related to hazardous materials at the premises arising out of the grossly negligent or intentional acts of Service Provider. This provision of the Contract shall not be construed to require Service Provider to take corrective action with respect to any hazardous materials at the building before the date of this Contract.
- 55.8 If action is required at the building to comply with any applicable environmental laws during the term of this Contract, the Employer (with Service Provider's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Service Provider only with the



Employer's prior written consent, unless a governmental authority requires Service Provider to incur such costs and expenses prior to obtaining such written consent.

GCC.56 First Aid Facilities

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

GCC.57 Utilities Provisions

57.1 Necessary Electrical Power Supply or water supply; will be the responsibility of the Employer.

GCC.58 Limitations of Liabilities

58.1 Consequential Damages

Notwithstanding any provision in this Contract to the contrary, Service Provider and the Employer each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Contract, and each party hereto waives any such claim, demand or suit against the other in connection with this Contract.

58.2 Damages Limited to Contract Value of Yearly Period: The aggregate liability of Service Provider [except for those claims that are subject to the provisions of Sub Clause GCC.53.1(a) (Indemnification by Service Provider)] shall in no event exceed, during any Contract Year Period, the Annual Yearly Period Fee payable to Service Provider during such Contract Year plus the amount necessary to satisfy Service Provider's indemnification responsibilities under Clause GCC.53.

58.3 Limited Personal Liability: Service Provider and the Employer each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, authorized representatives or Affiliates of the Employer or Service Provider for the payment of any amounts due hereunder, or performance of any obligations hereunder. Service Provider shall look solely to the assets of the Employer for the satisfaction of each and every remedy of Service Provider in the event of any breach by the Employer. The Employer shall look solely to the assets of Service Provider for the satisfaction of each and every remedy of the Employer in the event of any breach by Service Provider.

58.4 Survival: The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Contract shall survive termination or expiration of this Contract, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the members, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such party.

58.5 Exclusivity: The provisions of this Contract constitute Service Provider's and the Employer's exclusive liability, respectively, to each other, and Service Provider's and the Employer's exclusive remedy, respectively, with respect to the Services to be performed hereunder and the Employer hereby releases Service Provider performing Services hereunder, and Service Provider hereby releases the Employer performing its obligations hereunder, from any further liability.



G - CONFIDENTIALITY

GCC.59 Service Provider

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

GCC.60 The Employer

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

GCC.61 Exceptions

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

GCC.62 Required Disclosure

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

H - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.63 Resolution through Discussions

- 63.1 If any dispute or difference of any kind (a Dispute") arises between the parties in connection with, or arising out of, this Contract, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The Supervisor and the Officer or any other designated representatives of the Employer or Service Provider shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.
- 63.2 Subject to Sub Clause GCC.63.1, if the Dispute remains unresolved within five (5) Working days, the Dispute shall be referred within two (2) Working days of the lapse of the five (5) Working days to the responsible Senior Management of each party for resolution.
- 63.3 Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible Senior Management of the Employer and Service Provider have had at least fifteen (15) Working Days to resolve the Dispute following referral of the Dispute to them.
- 63.4 If the parties are unable to resolve the Dispute using the procedure described in this Clause, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

GCC.64 Arbitration

- 64.1 Any Dispute arising out of, or in connection with, this Contract and not settled by the procedure prescribed in Clause 63 shall (regardless of the nature of the Dispute) be finally settled in accordance with Arbitration Act 1940 as amended or any statutory modification or re-enactment thereof for the time being in force; the place of arbitration shall be as mentioned in SCC.

GCC.65 Continued Performance

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



I - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**GCC.66 Code of Conduct**

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

ITB.67 Mechanism of Blacklisting

- 67.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Service Provider who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
 - b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 67.2 The show cause notice shall contain:
- a) precise allegation, against the Service Provider;
 - b) the maximum period for which the Employer proposes to debar the Service Provider from participating in any public procurement of the Employer; and
 - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the Service Provider from participating in public procurements of all the procuring agencies.
- 67.3 The Employer shall give minimum of seven days to the Service provider for submission of written reply of the show cause notice.
- 67.4 In case, the Service Provider fails to submit written reply within the requisite time, the Employer may



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



SECTION–VII

SPECIAL CONDITIONS OF CONTRACT

(SCC)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

The following specific data for services to be procured shall complement, supplement or amend the provisions in the GCC. Whenever there is a conflict, the provisions herein shall prevail over GCC.

General Conditions of Contract

Clause Reference

SUB SECTION A – GENERAL PROVISIONS

1.1(j) Contract Period:

Three (03) Years.

1.1(y) Project Name:

Pest Management and Control Services for NBP Head Office Building, EX-NDFC Building Tariq Road and TPC Building Clifton Karachi

8.1 Representative:

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

SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

26.1 Performance Security

Not Required.

SUB SECTION E – TERMINATION OF CONTRACT

47.2 Service Provider fails to submit Performance Security

Within fourteen (14) working days from date of receipt of Letter of Acceptance.

SUB SECTION G – CONFIDENTIALITY

59.1 Period of Non-Disclosure for Service Provider

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

60.1 Period of Non-Disclosure for the Employer

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

SUB SECTION H – RESOLUTION AND DISPUTES

64.1 Place of Arbitration

Karachi



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION–VIII

FORMS OF CONTRACT



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

FORM OF PERFORMANCE SECURITY

(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Company on Non-Judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

Guarantee No. _____

Executed on _____

Expiry date _____

Name of Guarantor with address: _____

Name of Principal (Service Provider) 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 and conditions 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 National Bank of Pakistan; having its registered Head Office at I.I.Chundrigar Road, Karachi (hereinafter called the "NBP") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to NBP, 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 NBP's above said Letter of Acceptance for _____

(Insert name of the Title of Works / Services)

NOW THEREFORE, if the Principal (Service Provider) 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 NBP, 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 Conditions of Contract or Special 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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

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 NBP without delay upon the NBP's first

written demand without cavil or arguments and without requiring NBP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NBP'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 NBP's designated Bank & Account Number.

PROVIDED ALSO THAT NBP shall be the sole and final judge for deciding whether the Principal (Service Provider) 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 NBP forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounded 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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank/Approved Insurance Co.)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

FORM OF CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT (hereinafter called the “Contract”) made on the ____ day of _____ 20 ____ between _____; having its registered Office at _____ (hereinafter called the “NBP”) of the one part and M/s. _____ having its registered Office at _____ (hereinafter called the “Service Provider”) of the other part.

WHEREAS; NBP invited bids for the _____

(Insert title of the Works / Services)

On the terms and conditions as set forth in this Contract and has accepted a Bid by the Service Provider in same context; in the sum of Rs. _____; (In Words: _____ (hereinafter called “Contract Price”).

NOW this Contract witnessed as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents 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 Contract, viz:
 - a. The completed Form of Bid
 - b. The priced Schedule of Prices (BOQ)
 - c. The General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
 - d. All the Appendices to the Bid
 - e. The Letter of Acceptance Ref No: _____ dated: _____ duly accepted by the Service Provider
 - f. The Performance Security Guarantee (if applicable)
 - g. The Letter of Contract Commencement.
3. In consideration of the payments to be made by NBP to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with NBP to provide necessary Services and to remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. NBP hereby covenants to pay the Service Provider, in consideration of the necessary Services and to remedy defects therein as per the 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.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

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

Signature of the Service Provider

(Seal)

Signature of NBP

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

FORM OF 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 (Figures and in words): _____
Contract Title: _____

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

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

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

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

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



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)

obligation or benefit in whatsoever form from NBP.

Signature of NBP

Signature of the Service Provider

(Seal)

(Seal)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)