



NATIONAL BANK OF PAKISTAN

**Contract for the Plantation Services at NBP Head Office Building and BOD
Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)**

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)

APRIL 2023

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SECTION-I INVITATION FOR BIDS

INVITATION FOR BIDS

National Bank of Pakistan (NBP), a leading commercial bank of the country invites sealed bids from the contractors/firm/companies having three (03) years' experience of providing Plantation services to any Govt: / Semi – Govt: / Private / Multinational Institutes / Organizations and possessing their own Nursery in Karachi, registered with FBR (For Income Tax Registration) and Sindh Revenue Board (For Sales Tax Services) and who are on Active Taxpayers List of FBR; regarding **Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)**.

Bidding documents, containing detailed terms and conditions, etc. are available at the Office of Wing Head Engineering (HO Wing), Engineering Group LCMG, 3rd Floor, NBP HO Building, I.I.Chundrigar Road, Karachi during Office Hours up to 02nd May, 2023 after submission of written application on Bidder's letter head for issuance of bidding documents and Price (as per PPRA rule 23 (5)) of Rs.1500/- (Rupees One Thousand Five Hundred Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk>, free of cost.

All the Contractors downloading the bidding documents from the NBP Website must also submit aforementioned Tax Registration proof and Eligibility Criteria Documents in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before 03rd May, 2023. In case of noncompliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

The bids, prepared in accordance with the instructions contained in the bidding documents, must reach at the Office of Wing Head Engineering (Head Office Wing), Engineering Group, LCMG. 3rd Floor, NBP Head Office Building, I.I.Chundrigar Road, Karachi, on or before 10:30 am at 04th May, 2023. Bids will be opened on the same day publicly at 11:00 am 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 for any reason, same work will be done on next consecutive working day on same time. This advertisement is also available on NBP and PPRA Website i.e. <http://www.nbp.com.pk> and <http://www/ppra.org.pk>

**Wing Head (HO) Engineering Group,
Logistics, Communication & Marketing Group,
National Bank of Pakistan
3rd Floor, Head Office Building
I.I Chandigarh Road, Karachi
021-99062853, 021-99220854**

SECTION–II

INSTRUCTIONS TO BIDDERS (ITB)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)
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A - INTRODUCTION

ITB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as “NBP” invites Bids for the Services specified in the Bid Data Sheet (BDS) and consolidated details given in Appendix-A to Bid - Scope of Services; of Section IV – Appendices to Bid; hereinafter referred to as the “Services”; at the location/area(s) as specified in the BDS; hereinafter referred to as “the Premises”.
- 1.2 Bidders must quote for the complete Scope of the Services. Any Bid not covering complete Scope of the Services will be declared as “Non-Responsive” and will be “Rejected” readily.
- 1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the “Most Advantageous Bidder”; to be declared in accordance to Clause ITB.34 will be expected to perform the Services for the Contract Duration specified in BDS.

ITB.2 Sources of Funds

- 2.1 NBP has arranged funds from its own resources.

ITB.3 Eligible Bidders

- 3.1 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.
- 3.2 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Services. Joint Ventures or Consortium shall not be permitted to submit the bid.
- 3.3 Bidder should be registered with FBR for Income Tax Purpose and Sales Tax Department as specified in BDS and should be on Active Taxpayers List of FBR.
- 3.4 Bidder should possess its own or have legal rights to a Plant Nursery in Karachi.
- 3.5 Bidder should have three (03) years’ experience of providing Plantation services to any Govt: / Semi – Govt: / Private / Multinational Institutes / Organizations.
- 3.6 A Bidder may be ineligible if:
 - a) he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB.3.3, 3.4 & 3.5;
 - b) he fails to submit an undertaking against blacklisting or debar as per Sample Form-B6 i.e. Form of Undertaking under Section-V i.e. Standard Forms of Bid.
- 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 NBP’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 NBP 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 NBP regarding this Bidding process; or
 - g) Submit more than one Bid in this Bidding process.
- 3.8 Bidders shall provide to the NBP, 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 NBP, as NBP 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 NBP 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 as specified in the BDS; to authorize any person or persons to act on his behalf, for the purpose of contacting NBP; including the following but not limiting to;
- a) issue bidding documents;
 - b) seek clarifications regarding the bidding documents;
 - c) conduct a site visit;
 - d) sign and stamp each page of the bidding documents
 - e) sign and stamp the Forms of bid
 - f) sign and stamp the Form of Bidder's Information;
 - g) sign and stamp the Form of Undertaking;
 - h) submit request for the withdrawal, substitution or modification of the bid;
 - i) or attend the pre-bid meeting (if proposed) or;
 - j) participate in the bid opening process;
 - k) sign on any unsigned figures or text being cancelled or deleted or corrected prior to bid opening; or to append the bid price in words as per the demand of the NBP's Tender Opening Committee; provided the bid price was only given in figures at the time of bid opening;
 - l) Correspond during post evaluation process and thereafter.
- 6.2 Except for Sub Clause ITB.6.1 (b), (c) or (i) and as specified in the BDS; this authorization shall consist of a written confirmation; in a format as specified in the Form B1 i.e. Authorization Form for Bidder's Representative of Section V i.e. Standard Forms of Bid and shall be attached to the Bid. The authorization must be in writing and included in the bid under ITB.14.1. The name and position held by such person signing the authorization must be typed or printed below the signature.

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 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 NBP 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 NBP, 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 (Including the following)
Form-B1: Authorization Form for Bidder's Representative
Form-B2: Form of Bid
Form-B3: Form of Bid Security (applicable if Bid Security is submitted in a form of Bank Guarantee)
Form-B4: Undertaking
- 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 Integrity Pact

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

10.3 NBP is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from NBP or the signed PDF version of complete bidding documents downloaded from the NBP'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 NBP in writing at the given address and by one of the means as indicated in the BDS. NBP 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.25.1.

11.2 Copies of the NBP'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 NBP'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 technical requirements, Evaluation Criteria or any other aspects of the bidding documents.

11.4 In pursuant to Sub Clause GCC.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 GCC.11.1; not later than one (01) day prior to the date of such pre bid meeting; so as to allow NBP sufficient time to address the queries of the prospective bidders properly and effectively during the meeting; if possible.

- 11.4 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.
- 11.5 Any modifications to the Bidding Documents listed in Sub Clause ITB 12.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the NBP 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.
- 11.6 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The 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, NBP 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 NBP. NBP 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, NBP 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 NBP 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 NBP 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 sealed envelope as given hereunder in Sub Clause of ITB.14.
- 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) Form – B1: Authorization Form for Bidder’s Representative under Section V (to be submitted on Bidder’s letterhead) duly filled, signed and stamped by the Bidder in accordance to Sub-Clause. ITB.6.2 ;
 - b) Form – B2: Form of Bid under Section V (to be submitted on Bidder’s Letterhead) duly filled, signed and stamped by the authorized representative of the Bidder in accordance to Clause. ITB.17. ;
 - c) Form-B3: Bid Security or Bank Guarantee under Section V in accordance to Clause ITB.21;
 - d) Form-B4: Form of Undertaking on Stamp Paper of Rs.100/- under Section V duly filled, signed and stamped by the authorized representative of the bidder;
 - e) All documents related to Minimum Eligibility/Qualification Criteria in accordance to Clause ITB.3;
 - f) This Bidding Documents including Schedule of Prices / Bill of quantities duly, filed, signed and stamped on each page/sheet by the authorized representative of the Bidder;
 - g) Any other document/information; bidder feels mandatory to suffice the bidding documents or its qualification;

ITB.15 Sufficiency of Bid

- 15.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, 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 Pursuant to Clause ITB.14, the Bidder shall furnish, as part of its Bid, Form of Bid and all those documents establishing the Bidder’s eligibility/qualification to participate in the bidding process in accordance to Clause ITB.3.
- 16.2 Bidders having submitted a compliant bid in accordance to ITB.14 will be considered for award of work; provided its bid is declared as Most Advantageous bid in pursuant to Clause ITB.34.

ITB.17 Form of Bid

- 17.1 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.
- 17.2 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.

- 17.2 The Form of Bid should be filled, signed and stamped by the authorized representative of the bidder pursuant to Clause ITB.6; otherwise the bid will be rejected pursuant to Sub Clause ITB.31.4.

ITB.18 Bid Prices

- 18.1 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.18 or exclusively mentioned hereinafter in the bidding documents.
- 18.2 The Bidder shall quote rates and prices for all items specified in the Scope of Services / Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the NBP when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.
- 18.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the NBP 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.
- 18.4 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.31.3.
- 18.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

ITB.19 Currencies of Bid and Payments

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

ITB.20 Bid Validity Period

- 20.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by NBP as Non-Responsive, pursuant to Sub Clause ITB.31.3.
- 20.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, NBP 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.
- 20.3 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.20 in all respects.
- 20.4 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.21 Bid Security

- 21.1 The Bidder shall furnish as part of its Bid, a Bid Security in 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 VI (Standard Forms) of the bidding documents or any other amended format duly approved by NBP 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.20.3. In either case, the form must include the complete name of the Bidder;

- 21.2 The Bid Security shall be payable promptly upon written demand by NBP in case any of the conditions listed in Sub Clause ITB 21.6 are invoked.
- 21.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.21.1; shall be rejected by NBP as non-responsive, pursuant to ITB 31.
- 21.4 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.20. NBP 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 (guarantee), for the performance of the contract if such a security (or guarantee), is required in the Bidding documents;
 - c) the rejection by the NBP 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.
- 21.5 The most advantageous Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 43, or furnishing the performance security (if required), pursuant to ITB 41.
- 21.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bidvalidity; or
 - b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause ITB32.2 hereof;
 - c) In the case of a most advantageous bidder, if he fails to:
 - i) Furnish the required Performance Security Guarantee in accordance with Clause ITB.41.1, or
 - ii) Sign the Agreement, in accordance with Clause ITB.43

ITB.22 Alternative Bids by the Bidder

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

ITB.23 Format and Signing of Bid

- 23.1 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.
- 23.2 The original bid (i.e. each and every page of the bidding documents) shall be typed or written in indelible ink; wherever required and shall be signed 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.31.3.
- 23.3 The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Forms and Schedules to Bid are to be properly completed and signed.
- 23.4 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.24 Sealing and Marking of Bids

- 24.1 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.
- 24.2 The inner and outer envelopes shall:
- i) be addressed to NBP at the address given in the BDS; and
 - ii) bear the title and identification number 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 28.1.
- 24.3 In addition to the identifications required in pursuant to Sub Clauses ITB.24.2, 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.26.

ITB.25 Deadline for Submission of Bids

- 25.1 Bids shall be received (through an authorized representative or courier/postal service) by NBP at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.
- 25.2 NBP 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 NBP and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

ITB.26 Late Bids

- 26.1 NBP shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB.25.1.
- 26.2 Any Bid received by NBP after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

ITB.27 Withdrawal, Substitution and Modification of Bids

- 27.1 Before bid submission deadline as prescribed in Sub Clause ITB.25.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative in pursuant to Sub Clause ITB.6.1 (h).
- 27.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.27.1 and must accompany the respective written notice.
- 27.3 Original Bids requested to be withdrawn in accordance with ITB.27.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.28.3.
- 27.4 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 and ITB.6.1.
- 27.5 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.21.6 (a).

E – BID OPENING AND EVALUATION

ITB.28 Opening of Bids

- 28.1 NBP will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and concerned NBP Officials / Tender Opening Committee at the place, on the date and at the time, specified in the BDS.
- 28.2 The Bidders' representatives present shall sign an attendance sheet as proof of their attendance.
- 28.3 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.27 and Sub Clause ITB.6.1 and is read out at bid opening.
- 28.4 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.26 and Sub Clause ITB.6.1 and is read out and recorded at bid opening.
- 28.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.27 and Sub Clause ITB.6.1 and is read out and recorded at the opening of the Bids. 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.
- 28.6 Other envelopes holding the Bids shall be opened one at a time, the NBP will open the Bid in public at the address, date and time specified in the BDS in the presence of Bidder's designated representatives who choose to attend and concerned NBP Officials / Tender Opening Committee. The Financial Proposals will remain unopened and will be held in custody of the NBP until the specified time of their opening.
- 28.7 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 NBP may consider appropriate.
- 28.8 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.
- 28.9 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 NBP against any claim or failure to read out the correct information contained in the Bidder's Bid.
- 28.10 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.26.
- 28.11 The NBP 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.
- 28.12 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.
- 28.13 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.



ITB.29 Confidentiality

- 29.1 In pursuant to Rule 41 of PPR-2004, NBP 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.
- 29.2 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 NBP's prior written consent.
- 29.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, NBP may reject its bid and/or terminate the contract.
- 29.4 Any effort by a Bidder to influence NBP's processing of Bids or award decisions may result in the rejection of its Bid.
- 29.5 Notwithstanding, Clause ITB 29.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact NBP 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.30 Clarification of Bids

- 30.1 To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, NBP 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 NBP shall not be considered.
- 30.2 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 Technical Evaluation Criteria, NBP 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 NBP. No change in the substance of the Bid in pursuant with ITB.309.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the NBP in the evaluation of Financial Bids should be sought in accordance with Clause ITB.32.
- 30.3 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)
- 30.4 Notwithstanding Clause ITB.29.4, from the time of Bid opening to the time of Contract award if any Bidder wishes to contact NBP 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.31 Preliminary Examination & Determination of Responsiveness of the Bids

31.1 Prior to the detailed evaluation of Bids, NBP will determine whether the Bid:

- a) is quoted for complete scope of Services and does not deviate from the scope in pursuant with Clause ITB.1.2 and Appendix-A to Bid - Scope of Services under Section IV;
- b) meets the eligibility criteria defined in Clause ITB.3;
- c) is accompanied with a valid Bid Security in pursuant with Clause ITB.21;
- d) is submitted for specified Bid validity period in pursuant with Clause ITB.20;
- e) is submitted with Bid prices firm during the currency of the Contract; if it is a Fixed Price Contract (applicable for Financial proposals)
- f) is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the NBP in the Bidding Documents in pursuant with Clause ITB.14;
- g) is properly signed in pursuant with Clause ITB.23.3.;
- h) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.31.2. NBP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

31.2 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 NBP'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.

31.3 Failure to comply with the ITB.31.1 will result in the rejection of the Bid, being incomplete and non-responsive.

31.4 Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.

31.5 NBP 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 NBP 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 NBP. 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;*
- d) *When a bidder does not "check a box" or omits to provide a confirmation Statement;*
- e) *When a bidder does not include some specific self-contained piece of information that makes tem 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.

- e) *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.*

31.5 If a Bid is not substantially responsive, it will be rejected by NBP and may not subsequently be evaluated for complete responsiveness.

ITB.32 Correction of Errors

32.1 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 NBP 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.*

32.2 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.21.6.

ITB.33 Evaluation and Comparison of Bids

33.1 NBP will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.

33.3 The Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NBP 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.*

33.4 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.

33.4 No other evaluation criteria or methodologies shall be permitted.

33.5 If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the NBP's estimate of the cost of work or Services to be performed under the Contract, NBP 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, NBP may require that the amount of the Performance Security set forth in Clause ITB.33 be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect NBP against financial loss in the event of default of the successful bidder under the Contract.



ITB.34 Determination of Most Advantageous Bid

- 34.1 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”.
- 34.2 Provided further that the Bidder is determined to perform the contract satisfactorily.

ITB.35 Post-Qualification of Abnormally Low Financial Proposal

- 35.1 Where the Bid price is considered to be abnormally low, NBP 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) NBP may reject a Bid if NBP 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 NBP 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 NBP to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
 - d) NBP shall not incur any liability solely by rejecting abnormally low Bid; and
 - e) An abnormally low Bid means, in the light of the NBP’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.
- 35.2 In order to identify the Abnormally Low Bid (ALB); NBP 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 NBP or any other Federal or Provincial Department / Organization / Agency.
- 35.3 NBP 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.15 or Technical Evaluation Criteria.
- 35.4 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 15 or Technical Evaluation Criteria, as well as such other information as NBP deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
- 35.5 NBP may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining award of contract.
- 35.6 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 NBP will proceed to the next ranked bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.



ITB.36 Posting of Bid Evaluation Reports

36.1 The Bid Evaluation Reports / Results shall be announced as under:

- a) Technical Evaluation Report (if applicable) would be posted for at least seven (07) days on NBP and PPRA websites prior to date for Financial Bids opening.
- b) Financial / Final Evaluation Report would be posted on NBP 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)
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F – AWARD OF CONTRACT

ITB.37 Criteria of Award

37.1 Subject to Clause ITB.36, NBP will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.34.

ITB.38 NBP's Right to Reject All Bids

38.1 Notwithstanding ITB.37, NBP 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. NBP 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.

38.2 NBP 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.

38.3 Notice of the rejection of all bids or proposals shall be given promptly to all affected bidders, who have submitted bids or proposals.

ITB.39 NBP's Right to Vary Quantities at the Time of Award

39.1 NBP 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.40 Notification of Award (Letter of Acceptance)

40.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.36, and where no complaint or grievance in written is received by NBP 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 NBP prior to the expiration of the original/extended Bid validity Period in writing or electronic forms that provide record of the content of communication.

40.2 Such notification of Award will be made in a form of "Letter of Acceptance".

40.3 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.

40.4 The notification of award i.e. "Letter of Acceptance" will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security Guarantee (if applicable) in accordance with Clause ITB.41 and signing of the Contract in accordance with Clause ITB.42.

40.5 Upon furnishing of the Performance Security Guarantee (if required) pursuant to Clause ITB 41 or otherwise entering into the Contract with the Most Advantageous Bidder, NBP 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.21.4.

ITB.41 Performance Security (Guarantee)

41.1 After the receipt of the Letter of Acceptance, if Performance Security is 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 NBP a Performance Security (Guarantee); in the amount and in the form; if stipulated in the BDS.



41.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the NBP may make the award to the next ranked Bidder or call for new Bids.

ITB.42 Disqualification Prior to Contract Signing

- 42.1 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.
- 42.2 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.43 Signing of Contract Agreement

- 43.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NBP will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties; or may ask him to submit the Contract Agreement (Contract) subsequently in writing or through the Letter of Acceptance; issued in pursuant to Clause ITB.40.
- 43.2 The formal Agreement between NBP and the most advantageous bidder shall be executed within number of days as specified in the BDS; from the receipt of Form of Agreement or notification of submission of Contract Agreement in writing or through the Letter of Acceptance; by the most advantageous bidder from NBP.
- 43.3 Upon the most advantageous Bidder's furnishing of the Performance Guarantee or signing of Contract, NBP will discharge its bid security.
- 43.4 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 NBP shall sign the contract

ITB.44 Advance Payment

- 44.1 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.
- 44.2 Provided, an advance payment is allowed in pursuant with ITB.44.1; 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 NBP after signing of the Contract Agreement.

ITB.45 Arbitrator

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

ITB.46 Integrity Pact

- 46.3 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 X of the Bidding documents on its letterhead or with the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.47 Overriding Effect of PPR-2004

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



G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.48 Code of Conduct

48.1 NBP 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;”

48.2 In pursuant to Rule 19 of PPR-2004, NBP 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.49 Mechanism of Blacklisting

49.1 NBP 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.

49.2 The show cause notice shall contain:

- a) precise allegation, against the bidder or contractor;
- b) the maximum period for which NBP proposes to debar the bidder or contractor from participating in any public procurement of the NBP; and
- c) the statement, if needed, about the intention of the NBP to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

49.3 NBP shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

49.4 In case, the bidder or contractor fails to submit written reply within the requisite time, NBP may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and NBP shall decide the matter on the basis of available record and personal hearing, if availed.

49.5 In case the bidder or contractor submits written reply of the show cause notice, NBP may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

49.6 NBP shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of NBP 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 available.

- 49.7 NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 49.8 NBP 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.
- 49.9 Such blacklisting or barring action shall be communicated by the NBP 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 NBP.
- 49.10 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.
- 49.11 The decision of PPRA will be considered as Final.



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H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.50 Grievances Redressal & Compliant Review Mechanism

50.1 Any bidder feeling aggrieved by any act of NBP 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 NBP's Grievance Redressal Committee (GRC), details of which are given on PPRA Website at www.ppra.org.pk.

ITB.51 Compliant Review Mechanism

51.1 The complaint will be reviewed and necessary decision will be taken by NBP's GRC in pursuant to Rule-48 of PPR-2004.

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



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SECTION–III BID DATA SHEET (BDS)



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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:**
Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)
- Premises:**
NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi
- 1.3 **Contract Duration:**
Three (03) Years.
- 3.3 **Tax Registrations:**
Bidder should be registered with FBR for Income Tax Registration purpose and Sindh Revenue Board (SRB) for the Sales Tax on Services Registration purpose.
- 6.1 **Authorizing Person:**
The bidder or any of its lawful representative, owner, partner or director etc. having the legal capacity to give authorization(s) on bidder's behalf is eligible to sign the Authorization Form for Bidder's Representative to be issued / submitted with the bid; in the context of this bid.
- 6.2 The authorization(s) are mandatory for different purposes as specified in Clause ITB.6.1 and should be issued / submitted separately; provided it is given to different representatives of the bidder.

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
- NBP's Address & Email for Clarifications:**
Departmental Head, Civil; Engineering Wing Head Office, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;
ali.arshad@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:**
A Pre bid Meeting, if proposed and specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites, will be held at time, day and venue mentioned therein.



- 12.4 **Issuance of Addendum prior to the deadline for submission of bid; for extension of bid submission deadline:**
Three (03) days

SUB SECTION C – PREPARATION OF BIDS

- 20.1 **Period of Bid Validity:**
One Hundred Eighty (180) days from the date of Bid Opening.
- 21.1 **Bid Security:**
Rs. 150,000/- (Rupees One Hundred Fifty Thousand Only), valid for a period of 28 days beyond the period of bid validity.
- 23.2 **Number of Copies of the Bid to be submitted:**
Same as specified above at Clause 10.2

SUB SECTION D – SUBMISSION OF BIDS

- 24.1 (d) **NBP's Address for the Purpose of Bid Submission:**
As specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.
- Title and Identification Number of Project / Contract:**
The title of the Project/Contract is
"Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)"
- The Identification Number:**
Would be the PPRA No: and NBP No: of Notice for Invitation posted on PPRA and NBP Websites respectively.
- 25.1 **Deadline for Submission of Bids (Technical Proposal):**
As specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

SUB SECTION E – BID OPENING AND EVALUATION

- 28.1 **Venue, Time, and Date of Bid Opening:**
As specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

SUB SECTION F – AWARD OF CONTRACT

- 39.1 **Quantities Variations:**
Not more than 15% of related items.
- 40.3 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**
Within three (03) working days from the date of receipt
- 41.1 **Performance Guarantee to be submitted by the Most Advantageous Bidder:**
Not required.



43.1 Submission of Contract Agreement Form to Most Advantageous Bidder:

Within seven (07) working days or as mentioned in the Letter of Acceptance or NBP; may ask the bidder in writing subsequent upon in receipt of the valid Performance Security Guarantee from the bidder to submit the Contract as per Form - C1 of Section X; provided in that case NBP will not be liable to submit the Form of Contract Agreement to the Most Advantageous Bidder.

43.2 Signing of Contract Agreement:

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

44.1 Advance Payment:

No advance Payment is allowed.



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FOR THE BIDDER

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SECTION-IV APPENDICES TO BID



FOR NATIONAL BANK OF PAKISTAN

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APPENDIX - A TO BID SCOPE OF SERVICES (SOS)

SOS.1 Scope of Services

- 1.1 The Bidder shall be responsible for the following services:
 - a) Delivery of different type of Plants (indoor or outdoor) as mentioned in the Schedule of Prices at different floors or areas of the premises as and when required and as per quantity demand of the NBP.
 - b) Upkeep of delivered plants on daily/weekly or monthly or need arises basis to ensure that they remains fresh and lively on 24/7 basis.
 - c) Proper Watering as per specific demand of each type of Plant.
 - d) Use of sufficient sized pots to ensure proper growth of each Plant.
 - e) Keeping the Plants neat and cleaned.
 - f) Cutting off any dead or deceased Plants
 - g) Deadhead flowers.
 - h) Regular weeding.
 - i) Proper mulching of Soil.
 - j) Use of proper Fertilizers/manure.
 - k) Use of necessary pesticides or chemical spray.
- 1.2 The Bidder shall be responsible to replace the dead or out of season plants immediately and will always ensure presence of fresh and lively plants throughout the Year.
- 1.3 The Bidder shall maintain at the premises, necessary tools/equipment and Safety equipment required for said services.
- 1.4 The Bidder shall ensure availability of gardener or planter, if so required after office hours or on holidays or as per the requirement of NBP as well; in addition to normal performance of services; without incurring any additional cost to NBP.
- 1.5 The Bidder shall be responsible to maintain and color the plant pots in good condition throughout the Contract Duration and will replace the defective pot as soon as necessary.
- 1.6 The Bidder shall be responsible to mark and tag each Plant/Pot with coding and numbering sequence as to easily recognize the type and quantity of each plant delivered at the premises with dates for placement as well due in consultation with NBP.

APPENDIX - B TO BID SCHEDULE OF PRICES (BOQ)

Monthly Rates for First (1st) Year

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

S/No	Description	QTY	UNIT	RATE	AMOUNT
	Providing and maintaining following type of Indoor / Outdoor Plants on rental basis at NBP HO Building and Kehkashan Clifton Building, Karachi, placed in appropriate size ceramic / plastic / fiber pots or in the soil directly with suitable potting mix including coco peat, fertilizer, white marble gravel or pebbles, labor transportation etc. complete in all respect as per the instructions of Bank.				
1	Outdoor Plants Malaysian Palm / Bonsai / Cone / Bigham / Triangle / Champa / Foxtel Palm (Size. Minimum 5ft) Out Side of VIP Entrance Gate NBP H.O	100	Nos.		
2	Outdoor Plants Kinnera / Khalifa / Chlorophytum / Croton / Dra Cena / China Palm / Song of Indian / Faram / Nayanthara / Different variety (Size. 4ft to 6ft) Front of NBP H.O Building & Main Branch Talpur Road Side and VIP Gate Hall	1200	Nos.		
3	Indoor Plants Money Plant / Bamboo Plant / Makai Plant / Refus Palm / Areca Palm / Yucaa Plant / Tiffin Plant / Dra Caena / Different Variety (Size. Minimum 5ft) 2nd Floor NBP H.O and Chairman Office Kehkashan, Clifton Karachi.	100	Nos.		
4	Snake Indoor Plant (Size. 3 Feet) President Office at 2nd Floor NBP H.O	2	Nos.		
5	Cordon Outdoor Plants (Size. 1 Feet) 2nd & 3rd Floor Stairs of NBP H.O Building	50	Nos.		
6	Pandafax Outdoor Plant (Size. 5ft to 6ft) VIP Entrance Hall NBP H.O	10	Nos.		
		Sub Total (A)		Rs.	



APPENDIX - B TO BID SCHEDULE OF PRICES (BOQ)

Monthly Rates for Second (2nd) Year

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

S/No	Description	QTY	UNIT	RATE	AMOUNT
	Providing and maintaining following type of Indoor / Outdoor Plants on rental basis at NBP HO Building and Kehkashan Clifton Building, Karachi, placed in appropriate size ceramic / plastic / fiber pots or in the soil directly with suitable potting mix including coco peat, fertilizer, white marble gravel or pebbles, labor transportation etc. complete in all respect as per the instructions of Bank.				
1	Outdoor Plants Malaysian Palm / Bonsai / Cone / Bigham / Triangle / Champa / Foxtel Palm (Size. Minimum 5ft) Out Side of VIP Entrance Gate NBP H.O	100	Nos.		
2	Outdoor Plants Kinnera / Khalifa / Chlorophytum / Croton / Dra Cena / China Palm / Song of Indian / Faram / Nayanthara / Different variety (Size. 4ft to 6ft) Front of NBP H.O Building & Main Branch Talpur Road Side and VIP Gate Hall	1200	Nos.		
3	Indoor Plants Money Plant / Bamboo Plant / Makai Plant / Refus Palm / Areca Palm / Yucaa Plant / Tiffin Plant / Dra Caena / Different Variety (Size. Minimum 5ft) 2nd Floor NBP H.O and Chairman Office Kehkashan, Clifton Karachi.	100	Nos.		
4	Snake Indoor Plant (Size. 3 Feet) President Office at 2nd Floor NBP H.O	2	Nos.		
5	Cordon Outdoor Plants (Size. 1 Feet) 2nd & 3rd Floor Stairs of NBP H.O Building	50	Nos.		
6	Pandafax Outdoor Plant (Size. 5ft to 6ft) VIP Entrance Hall NBP H.O	10	Nos.		
		Sub Total (B)		Rs.	



APPENDIX - B TO BID SCHEDULE OF PRICES (BOQ)

Monthly Rates for Third (3rd)Year

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

S/No	Description	QTY	UNIT	RATE	AMOUNT
	Providing and maintaining following type of Indoor / Outdoor Plants on rental basis at NBP HO Building and Kehkashan Clifton Building, Karachi, placed in appropriate size ceramic / plastic / fiber pots or in the soil directly with suitable potting mix including coco peat, fertilizer, white marble gravel or pebbles, labor transportation etc. complete in all respect as per the instructions of Bank.				
1	Outdoor Plants Malaysian Palm / Bonsai / Cone / Bigham / Triangle / Champa / Foxtel Palm (Size. Minimum 5ft) Out Side of VIP Entrance Gate NBP H.O	100	Nos.		
2	Outdoor Plants Kinnera / Khalifa / Chlorophytum / Croton / Dra Cena / China Palm / Song of Indian / Faram / Nayanthara / Different variety (Size. 4ft to 6ft) Front of NBP H.O Building & Main Branch Talpur Road Side and VIP Gate Hall	1200	Nos.		
3	Indoor Plants Money Plant / Bamboo Plant / Makai Plant / Refus Palm / Areca Palm / Yucaa Plant / Tiffin Plant / Dra Caena / Different Variety (Size. Minimum 5ft) 2nd Floor NBP H.O and Chairman Office Kehkashan, Clifton Karachi.	100	Nos.		
4	Snake Indoor Plant (Size. 3 Feet) President Office at 2nd Floor NBP H.O	2	Nos.		
5	Cordon Outdoor Plants (Size. 1 Feet) 2nd & 3rd Floor Stairs of NBP H.O Building	50	Nos.		
6	Pandafax Outdoor Plant (Size. 5ft to 6ft) VIP Entrance Hall NBP H.O	10	Nos.		
		Sub Total (C)		Rs.	



**APPENDIX - B TO BID
SCHEDULE OF PRICES (BOQ)**

Total Rates for Three Years Duration

SUMMARY

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

(In words: _____ only)

Note:

1. All 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. (No variations in any context will be applicable during the Contract Duration).
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Since participating bidders are required to ensure compliance with relevant laws, therefore, NBP 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 NBP found that cost quoted by any bidder is not workable to comply with the provisions of contract, NBP reserves the right to reject such bid/s.

SECTION–V

STANDARD FORMS OF BID

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Form – B1
(Authorization Form for Bidder's Representative)

(To be submitted on Bidder's Letterhead)

Notice for Invitation to Bid:

NBP No: _____ PPRA No: _____

**Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office,
Kehkashan Building, Clifton, Karachi (on rental basis)**

Name of Bidder: _____

Nature of Bidder's Firm / Company: _____

Incorporated under: _____

(Mention the relevant Act/ordinance/ regulation)

Registered Office Address: _____

Name of Legal Bidder's Authorizer (Assigner): _____

Legal Position in the Firm / Company: _____

I; the lawful authorizer on Bidder's behalf do hereby;

a) nominate **Mr./Ms.** _____; working as a/an _____
in our Firm / Company; bearing **CNIC #** _____; as our lawful representative to perform;

OR

b) declare, that I myself being the _____ (*Sole Proprietor/Partner/Director etc.*) shall perform;

following assignments with respect to Invitation to Bid regarding the Contract Works / Services; referred above:

- a) Issue bidding documents;
- b) Sign and stamp each page of the bidding documents(both Volumes i.e. Volume-I and Volume-II);
- c) Sign and stamp the Forms of Bids (both Technical and Financial);
- d) Sign and Stamp the Form of Bidder's Information;
- e) Sign and Stamp the Form of Undertaking;
- f) Submit request for the withdrawal, substitution or modification of the bid;
- g) Participate in the bidding opening process for Technical Bid / Proposal or Financial Bid / Proposal;
- h) Sign on any unsigned figures or text being cancelled or deleted or corrected prior to bid opening; or to append the bid price in words; provided the bid price was only given in figures at the time of bid opening; as per the demand of the NBP's Tender Opening Committee.
- i) Correspond with NBP for necessary clarifications during evaluation process and thereafter;

Assigner's Sign: _____

Assignee's Sign: _____

Official Seal: _____

Official Seal: _____

Email Address: _____

Email Address: _____

(Note: In case; bidder assigns authorizations for different purposes; then separate Authorization letters shall be submitted by the bidder; for the each assignee.)

Form – B2 (Form of Bid)

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

Place this Letter of Bid – Financial Proposal in the second envelope marked “FINANCIAL PROPOSAL”.

(The Bidder must prepare this Letter of Bid - Financial Proposal 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 the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)**

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.3.7.
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.45.1.
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 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.

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

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: _____

Form – B3
(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
 - (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.

FOR NATIONAL BANK OF PAKISTAN

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

Form – B4
(Undertaking)

(To be submitted on Stamp Paper of worth not less than Rs. 100/-)

- 1) I/We, M/s. _____, hereby undertake that I/We, M/s. _____ shall comply with all applicable Labor laws and other applicable laws of Islamic Republic of Pakistan
- 2) I/We, M/s -----, shall issue appointment letters to our employees working under this contract in compliance of the above stated laws of Pakistan.
- 3) I/We, M/s -----, declare that I/We have submitted an unconditional bid; have quoted for complete scope of works; have submitted a fixed price bid and have no reservations regarding any terms and conditions, eligibility or qualification criteria or scope of services or any other content or samples being provided in the bidding documents.
- 4) I/We, M/s _____, understand and agree unconditionally that in case I/We, M/s _____ fail to abide by the above undertaking or any of terms of the Contract, NBP shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 5) I/We hereby confirm and declare that I/We, M/s. _____, have
 - a) neither been declared bankrupt or, in the case of Company or Firm, insolvent;
 - b) no payments in favor of the Bidder, suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
 - c) no legal proceedings instituted for involving in an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - d) neither convicted, by a final judgment, of any offence involving professional conduct;
 - e) neither violated the law of land of any country and recorded in any sanction list;
 - f) neither been blacklisted/debarred by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan under Rule 19 of PPR-2004 due to involvement in corrupt and fraudulent practices (as defined in Rule 2(f) of PPR-2004), or performance failure or due to breach of bid securing declaration nor sanctioned by National Counter Terrorism Authority (NACTA).
 - g) neither blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 7) I/We hereby confirm and declare that I/We, M/s _____ have no conflict of interest in pursuant to Sub Clause ITB.3.7. However; if it is revealed at any stage during the bidding process or even if Contract is awarded to us; that there is any such conflict of interest in pursuant to Sub Clause ITB.3.7; it would be our obligation to promptly notify NBP in writing and withdraws our bid.
- 8) I/We hereby confirm and declare that I/We, M/s _____, with reference to similar nature of Contracts (for which, this undertaking is provided for) completed or in hand over the last five (05) years have following litigation(s) and arbitrations(s) pending or in effect:

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

SECTION–VI
GENERAL CONDITIONS OF CONTRACT
(GCC)

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, NBP and Service Provider shall not be deemed to be Affiliates of each other.
 - b) **“Annual Fee”** means the total amount of Rental 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 Clause GCC.31 hereunder.
 - e) **“Authorized Representatives”** mean the representatives of NBP or the Service Provider, who is responsible on behalf of NBP or the Service Provider to take any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NBP or the Service Provider, as specified in the SCC.
 - 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; drawings, plans, ideas related to the premises or technical specifications of the Plant Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
 - 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 NBP 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 Duration”** 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 of Bid for the Contract Duration as stated in the Schedule of Prices or 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 Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions set forth in the Contract.
 - o) **“Engineer”** means the authorized person notified by NBP to act as the Officer In-Charge for the purpose of the execution of the “Services” under the Contract and named as such in SCC.
 - p) **“Expiry Contract Date”** is the date; on which the Contract will be ceased to be effective / expired as shown in the Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions set forth in the Contract.
 - q) **“First Yearly Period”** means twelve (12) months period of First Year of Contract commencing from the

Effective Contract Date.

- r) **“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 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.
- s) **“Government”** means the Government of the Islamic Republic of Pakistan.
- t) **“GCC”** mean the General Conditions of Contract contained in this section.
- u) **“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.
- v) **“Monthly Fee”** means the monthly payment to be made to the Service Provider for the Rental fee of all Plants provided and maintained during a particular month corresponding to respective Yearly Period.
- w) **“Party”** means the NBP or the Service Provider as the case may be, and **“Parties”** means both of them.
- x) **“Premises”** mean the location/area at which or wherein Plants are to be delivered and maintained and as specified in the SCC.
- y) **“Procuring Agency”** means NBP and its legal successors; procuring the Services from the Service Provider.
- z) **“Project Name”** means the name of the project stated in SCC.
- aa) **“Rental Fee”** means the monthly charges for each type of Plant being delivered and maintained at the premises by the Service provider.
- bb) **“SCC”** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- cc) **“Second Yearly Period”** means a period of twelve (12) months of Second Year of Contract commencing from the expiry of First Yearly Period.
- dd) **“Services”** mean the work to be performed or services to be rendered by the Service Provider during the Contract Duration as specified in SCC and details given in “Scope of Services” (Appendix-A to Bid).
- ee) **“Service Provider”** means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by NBP and is named as such in the Contract Agreement, and includes the legal successors in title or permitted assigns of the Service Provider.
- ff) **“Site Supervisor”** means the Service Provider or any of its Focal Person at the premises to act on behalf of the Service provider and responsible to get the desired services/works performed or provide necessary services in accordance to the Contract and stipulated in the “Scope of Services” (Appendix-A to Bid) under his supervision.
- gg) **“Service Provider's Bid”** means the completed Bid document submitted by the Service Provider.
- hh) **“Specifications”** mean the specifications of the Plants as specified in the bidding documents, and any modification or addition made or approved by NBP.
- ii) **“Staff”** mean Employees of the Service Provider deputed or visiting the premises to provide Contractual Services.
- jj) **“Third Yearly Period”** means a period of twelve (12) months of Third Year of Contract commencing from the expiry of Second Yearly Period.
- kk) **“Yearly Period”** means period of twelve (12) months.

GCC.2 Application and Interpretation

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

- 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 Duration.

GCC.6 Relationships of the Parties

- 6.1 Service Provider has been retained by NBP as an independent contractor to provide/deliver the Plants on rental basis and maintain/manage the same, in accordance with Prudent Industry

Practice and the requirements of 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 NBP to the limited extent that this Contract expressly grants Service Provider the authority to act on behalf of NBP.

GCC.7 Assignment

7.1 None of the parties may assign its rights or obligations under this Contract without the prior written consent of the other party.

GCC.8 Representatives

8.1 NBP and Service Provider shall each designate an authorized representative to act on behalf of them as under:

- a) For the purpose to take any action required or permitted to be taken, and any document required or permitted to be executed, to enter into the Contract or execute the Contract or under the Contract by NBP or the Service Provider. Such designated representative will be termed as **“Authorized Representative”** in the context of this Contract.
- b) NBP will designate any authorized representative to act on behalf of NBP as the Officer In-Charge for the purpose of the execution of the “Services” and overseeing the performance of the Plant Staff under the Contract; and named as such in SCC. Such designated representative will be termed as “Engineer” in the context of this Contract.
- c) Service Provider will designate its Focal person at the Premises to act on behalf of the Service provider and responsible to get the desired works/services performed or provide necessary services in accordance to the Contract and stipulated in the Section V: “Scope of Services” under his supervision. Such designated representative will be termed as “Site Supervisor” in the context of this Contract and respective authorization should be in writing from the Service Provider.

8.2 The representatives designated by NBP and the Service Provider in accordance to Sub Clause GCC.9.1 (b) and (c) could be changed; however; only upon written notice to the other party. These designated representatives shall be the primary means for communication and all other interactions between NBP 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 Plant 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 NBP 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 NBP merely on the ground that he/she had been posted by the Service Provider at any of the premises of NBP for performance of this contract.

GCC.11 Force Majeure

- 11.1 If either NBP 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.61** 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 NBP 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 NBP or Service Provider of any subsequent breach or default of the same or other required performance on the part of NBP or Service Provider.

GCC.15 Miscellaneous provisions

15.1 Survival

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

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 NBP arising from Service Provider's failure to perform the Services in accordance with applicable Laws without NBP's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause GCC.72, be the sole responsibility of Service Provider and shall not be deemed to be compensated by NBP.

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 NBP through any corrupt business practice.
- b) The terms and conditions and the Schedules thereto represent the entire Contract and understanding between NBP 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 shall deliver and ensure desired services as detailed in the Scope of Services (Appendix-A to Bid)
- 16.2 The Service Provider shall take all its efforts and professional acumen to ensure desired performance in pursuant to Clause GCC.53.
- 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, NBP 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, NBP is entitled to impose Liquidated Damages and make deductions from monthly bills as per Clause GCC.38.

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 NBP in writing or in electronic forms that provide record of the content of communication of the fact of the delay; its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, NBP shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages.
- 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 NBP'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 NBP.
- 17.6 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the NBP 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 NBP 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 NBP'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 NBP. Service Provider shall not act in a way which is prejudicial to NBP'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 NBP.

GCC.18 Quality Control

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

GCC.19 Services tools, material and equipment

- 19.1 The Service Provider shall bring at site all equipment, material and tools necessary to carry out the services under the Contract.
- 19.2 The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Duration.
- 19.3 In pursuant to Sub Clauses GCC.19.1 and 19.2; NBP will not be liable for any cost for purchase or maintenance; whatever the case may be.
- 19.4 Title to all materials, equipment, supplies and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by NBP being not covered under the Contract or being the obligations of NBP; other than those being arranged and maintained subject to Sub Clauses GCC.19.1& 19.2 or specified in the Appendix-A to Bid hereunder shall pass immediately to and vest in NBP upon the passage of title from the Vendor 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.20 Compliance

- 20.1 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 for the performance of the Services.
- 20.2 Service Provider shall apply for and obtain, and NBP shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.
- 20.3 Service Provider shall provide reasonably necessary assistance to NBP, to secure permits, licenses, and approvals (and renewals of the same) that NBP is required to obtain from or file with any governmental agency regarding the Contract.
- 20.4 The Service Provider shall organize to pay its own and its employees taxes, and NBP is authorized to

- withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
- 20.5 Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted by the Service Provider without any liability on NBP.
Service Provider also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Contract.
- 20.6 The Service Provider shall promptly notify NBP of any matter coming to their knowledge that could have a material effect on the business or affairs of the NBP.
- 20.7 The Service Provider shall carry out all instructions of NBP communicated through the Engineer or any Authorized Representative; which comply with the applicable laws where the premises are located.
- 20.8 The Service Provider shall adhere to all directions of NBP and observe security protocol as per NBP's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to NBP.
- 20.9 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 NBP is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and NBP shall have exclusive right to not accept the services of any service provider resource.
- 20.10 The Service Provider shall upon reasonable notice by the NBP allow the NBP's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by NBP if so required by NBP.
- 20.11 The Service Provider shall comply with any code of conduct provided to the Service Provider by NBP from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of NBP.

GCC21 Submission of Bills

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

GCC.21 Limitations of Service Provider

- 21.1 Notwithstanding any provision in this Contract to the contrary, unless previously approved by NBP in writing or through NBP's approval, Service Provider and any employee, representative, or other agent of Service Provider are prohibited from taking the specified actions with respect to the matters indicated below.
- (a) **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of NBP, including any property or assets purchased by Service Provider where the purchase cost is paid by NBP;
 - (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
 - (i) on behalf of, in the name of, or purporting to bind NBP or
 - (ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to NBP at any time;
 - (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 27 and 28, Service Provider may, without prior approval from NBP, make limited expenditures in accordance with those provisions;

- (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual Plant Operating Plan, or the requirements of any provisions under the Contract;
- (e) **Law suits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, NBP or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- (f) **Liens:** Create, incur or assume any lien upon the Plant;
- (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of NBP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Plant Agreement; or
- (h) **Agreements:** Enter into any agreement to do any of the foregoing.

GCC.22 Execution of Documents

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

GCC.23 Breach of Contract

23.1 Any breach by Service Provider under this Section shall constitute a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, NBP shall be entitled to require Service Provider to

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

GCC.24 Conflict of Interests

- 24.1 Service Provider and its Staff or any other Service Provider's Employee(s) or their affiliates should not to benefit from Commissions and Discounts.
- 24.2 Payment against the Services under Section – D shall constitute sole payment to the Service Provider.
- 24.3 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.
- 24.4 The Service Provider shall ensure that the Service Provider's Employee (s); or their affiliates shall not receive any additional payment.
- 24.5 Service Provider and Plant Staff or any other Service Provider's Employee(s) or their affiliates shall not be indulge any Conflicting Activities within the premises
- 24.6 Neither the Service Provider and Plant Staff nor any other Service Provider's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.

C - OBLIGATIONS OF NBP

GCC.25 Access and availability of Premises

- 25.1 NBP will provide access to Service Provider and Service Provider's Employee(s) i.e. Staff (after necessary verifications as per NBP's Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 25.2 NBP will provide necessary Security clearances and Access cards or passes to all the Staff; subject to its prevailing Security protocols; which shall be bound on the Service provider.

GCC.26 Provision of Water supply

- 26.1 NBP will be responsible to provide desired water supply to maintain the plants as required on daily or need arises basis.

GCC.27 Service Provider's Staff

- 27.2 NBP or Engineer will assist the Service Provider to provide necessary Security clearance and Access Cards or Passes to all the Plant Staff in pursuant to Clause GCC.40.2.
- 27.3 If NBP finds that any of the 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.28 Performance / Completion Certificate

- 28.1 NBP 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.29 Payment of Monthly Bills

- 29.1 NBP will be responsible to make payment of monthly bills being submitted by the Service provider in accordance to **Section D of GCC**, within 45 days from the day of its receipt.

D - PAYMENTS TO THE SERVICE PROVIDER

GCC.30 Rental Fee

30.1 Rental Fee is the monthly charges for each type of Plant being delivered and maintained at the Premises by the Service Provider in accordance to the Section: Scope of Services for a month of the particular Yearly period and as stated in the Schedule of Prices.

GCC.31 Monthly Fee

31.1 Monthly Fee is the sum of Rental Fee for the total quantity of all types of Plants being remained and maintained during a month of the respective Yearly Period.

31.2 Monthly Fee shall be payable; since:

- a) Commencing from the Effective Contract Date till the Expiry Contract Date; provided Contract was satisfactory executed for the specified Contract Duration; or
- b) Commencing from the Effective Contract Date till the Contract Termination Date.

GCC.32 Annual Fee

32.1 Annual Fee will be the sum of all the Monthly Fee for any particular Yearly Period as per Schedule of Prices or Letter of Acceptance.

GCC.33 Contract Price

33.1 The Contract Price is the Sum of the Annual Fee for the three (03) Years or Yearly Periods i.e. First Yearly Period, Second Yearly Period and the Third Yearly Period respectively; as per Schedule of Prices or Letter of Acceptance.

GCC.34 Payments

34.1 NBP will be responsible to pay the Monthly Fee to the Service Provider for performance of the Services during a particular month; on monthly basis.

34.2 The payments shall be made in pursuant to sub Clauses of this Section.

GCC.35 Currency of Payment

35.1 All payments will be made in Pak Rupees.

GCC.36 Taxes and Duties

36.1 All applicable taxes and duties as per Federal or Provincial Governments or any other relevant authorized agency; shall be deducted by NBP at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.

36.2 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.

36.3 In pursuant to Sub Clauses GCC.36.1 & 36.2; no increase will be entertained; and prices quoted in the Schedule of prices will remain fixed for the Contract Duration.

GCC.37 Terms and Conditions of Payments

37.1 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.36 and deductions for liquidated damages (if any) against the Service Provider in pursuant to Clause GCC.38.

37.2 Payments will be made upon submission of invoice/s by the Service provider, subject to confirmation of providing satisfactory Services by the Engineer or any other authorized officer of NBP.

37.3 In case of arising any dispute or conflict regarding any matter or Services or part of Services; for which NBP or Engineer has refused to make the payment. , such notification will be issued in writing to the Service provider; explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause GCC.77.

GCC.38 Liquidated Damages and Deductions

38.1 For each deficiency and poor service or delay in desired performance, for which the Engineer will be the sole judge; NBP; without prejudice to its other remedies under the Contract; may impose penalty against liquidated damage on each such event, and shall deduct the amount from the Monthly Fee as per following calculations:

$$(1.5 \times \text{Monthly Fee for the Particular Plant (s)} \times \text{No. of days for which condition of particular Plant (s) remained below par.} / 30)$$

38.2 In addition to the above liquidated damages, NBP would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of NBP and / or third party due to any fault on the part of the Service Provider.

38.3 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, flower pots, plants, fixtures, metallic items etc.) are Service Provider’s risks and the Service Provider shall have to make good all damages/losses to NBP and NBP shall make necessary deductions or will take necessary legal action as per law of Islamic Republic of Pakistan for any irreparable loss.

38.4 The deduction of the liquidity damage penalties or penalty does not relieve the Service Provider to provide services as mentioned in the Contract.

E - TERMINATION OF CONTRACT

GCC.39 Term

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

GCC.40 Termination for Default

40.1 NBP 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.

40.2 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 has abandoned or repudiated the contract;
- c) a payment is not paid by NBP to the Service Provider after 90 days from the due date for payment; not subject to dispute under the Clause. GCC.77; provided that a written notice is received from the Service Provider; not later than forth five (45) days that such payment is overdue.
- d) NBP gives Notice that non-performance or unsatisfactory performance is a fundamental breach of Contract and the Service Provider fails to remedy such non-performance or unsatisfactory performance or rectification of defective supply of Plant within a reasonable period of time determined by NBP; and
- e) if NBP 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.
- f) 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.

40.3 In the event NBP terminates the Contract in whole or in part, pursuant to Clause GCC.60.2, NBP 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 NBP for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

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

GCC.41 Termination for Force Majeure

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

41.2 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 NBP 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.

- 41.3 However; subject to Sub Clause GCC.41.2; 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; NBP may terminate the Contract; by not less than fourteen (14) days written notice to the Service Provider.

GCC.42 Termination for Bankruptcy or Insolvency

- 42.1 NBP 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 NBP.

GCC.43 Termination for Convenience

- 43.1 NBP, 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 NBP's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

GCC.44 Premises Condition at end of term

- 44.1 Upon expiration or termination of this Contract, Service Provider shall remove its plants and tools (if any) from the Premises.
- 44.2 Service Provider shall leave the premises in a neat and clean condition
- 44.3 Service Provider shall be paid all unpaid Services Fee.

GCC.45 Payment upon Termination

- 45.1 In the event of a termination of this Contract pursuant to the Clauses GCC.60, GCC.61, GCC.62 & GCC.63, NBP shall make the following payments to the Service Provider;
- a) Payments in pursuant to GCC Clauses under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination;
 - b) except in the case of termination under Sub Clauses GCC.60.2 (b), (c), (f), (g), and GCC.62.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract;
 - c) If the total amount already released by NBP exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
 - d) In case of termination under Clauses of GCC Section - G except under Clause GCC.61 & GCC.63, performance security shall be forfeited.
- 45.2 Notwithstanding payment of any amount pursuant to this Section G, NBP shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by NBP pursuant to this Section G, together with any supporting documentation requested by NBP, 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.65, NBP may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or NBP may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.

F - INDEMNIFICATION AND LIABILITIES

GCC.46 Indemnification by Service Provider

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

GCC.47 Indemnification by NBP

- 47.1 NBP 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 NBP or anyone acting on NBP'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 NBP's obligations thereunder.

GCC.48 Environmental Liabilities

- 48.1 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 NBP's instructions, procedures or policies related thereto, at no additional cost to NBP. 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.
- 48.2 NBP or Engineer may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that NBP's recommendations and industry standards in this regard are implemented without any delay.
- 48.3 The Service Provider shall provide NBP; information about its working practices and materials and shall perform its services in a manner which does not compromise NBP's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide NBP with any information which it may have related to a potential or actual security threat to NBP.
- 48.4 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.
- 48.5 The Service Provider shall pay special attention to the following environmental protection measures:
- a) Use of proper manure/fertilizers/chemicals to avoid any environmental issues.
 - b) Control of other air pollutants.
 - c) Recovery and recycling of usable materials.
 - 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 toxic chemicals etc.
- 48.6 NBP 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 NBP EG communicated to the Service Provider from time to time.
- 48.7 NBP 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 Premises before the date of this Contract.
- 48.8 If action is required at the Premises to comply with any applicable environmental laws during the term of this Contract, NBP (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 NBP's prior written consent, unless a governmental authority requires Service Provider to incur such costs and expenses prior to obtaining such written consent.

GCC.49 Limitations of Liabilities

49.1 Consequential Damages

Notwithstanding any provision in this Contract to the contrary, Service Provider and NBP 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.

49.2 Damages Limited to Contract Value of Yearly Period: The aggregate liability of Service Provider [except for those claims that are subject to the provisions of Sub Clause GCC.66.1(a) (*Indemnification by Service*

Provider) shall in no event exceed, during any Contract Year i.e. Yearly Period, the Annual Yearly Period Fee payable to Service Provider during such Contract Year plus the amount necessary to satisfy Service Provider's indemnification responsibilities under Clause GCC.66.

- 49.3 Limited Personal Liability :** Service Provider and NBP 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 NBP 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 NBP for the satisfaction of each and every remedy of Service Provider in the event of any breach by NBP. NBP shall look solely to the assets of Service Provider for the satisfaction of each and every remedy of NBP in the event of any breach by Service Provider.
- 49.4 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.
- 49.5 Exclusivity:** The provisions of this Contract constitute Service Provider's and NBP's exclusive liability, respectively, to each other, and Service Provider's and NBP's exclusive remedy, respectively, with respect to the Services to be performed hereunder and NBP hereby releases Service Provider performing Services hereunder, and Service Provider hereby releases NBP performing its obligations hereunder, from any further liability.

G - CONFIDENTIALITY

GCC.50 Service Provider

50.1 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 NBP 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.51 NBP

51.1 NBP agrees to hold in confidence for a as specified in SCC from the date of disclosure, any information supplied to NBP by Service Provider or others acting on its behalf, provided that NBP may disclose such information as is reasonably necessary but without affecting the proprietary (intellectual property) rights, if any of the Service Provider or others. NBP 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.52 Exceptions

52.1 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.53 Required Disclosure

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

H - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.54 Resolution through Discussions

- 54.1 If any dispute or difference of any kind (a Dispute") arises between the parties in connection with, or arising out of, this Contract, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The Engineer and the Service Provider or any other designated representatives of NBP or Service Provider shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.
- 54.2 Subject to Sub Clause GCC.77.1, if the Dispute remains unresolved within five (5) Working days, the Dispute shall be referred within two (2) Working days of the lapse of the five (5) Working days to the responsible Senior Management of NBP for resolution.
- 54.3 Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible Senior Management of NBP have had at least fifteen (15) Working Days to resolve the Dispute following referral of the Dispute to them.
- 54.4 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.55 Arbitration

- 55.1 Any Dispute arising out of, or in connection with, this Contract and not settled by the procedure prescribed in Clause 54 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.56 Continued Performance

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

I - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

GCC.57 Code of Conduct

57.1 NBP desires that Service Provider and its Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract duration 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;”

57.2 In pursuant to Rule 19 of PPR-2004, NBP 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.58 Mechanism of Blacklisting

58.1 NBP 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.

58.2 The show cause notice shall contain:

- a) precise allegation, against the Service Provider;
- b) the maximum period for which NBP proposes to debar the Service Provider from participating in any public procurement of the NBP; and
- c) the statement, if needed, about the intention of the NBP to make a request to the PPRA for debarring the Service Provider from participating in public procurements of all the procuring agencies.

58.3 NBP shall give minimum of seven days to the Service provider for submission of written reply of the show cause notice.

58.4 In case, the Service Provider fails to submit written reply within the requisite time, NBP may issue notice for personal hearing to the Service provider/ authorize representative of the Service provider and NBP shall decide the matter on the basis of available record and personal hearing, if availed.

58.5 In case the Service provider submits written reply of the show cause notice, NBP may decide to file the matter or direct issuance of a notice to the Service provider for personal hearing.

58.6 NBP shall give minimum of seven days to the Service provider for appearance before the specified

- officer(s) or Committee of NBP 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.
- 58.7 NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 58.8 NBP 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.
- 58.9 Such blacklisting or barring action shall be communicated by the NBP 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 NBP.
- 58.10 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.
- 58.11 The decision of PPRA will be considered as Final.

SECTION–VII

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

General Conditions of Contract

Clause Reference

SUB SECTION A – GENERAL PROVISIONS

1.1(e) Authorized Representative:

Wing Head, Engineering Wing Head Office, Engineering Group, LCMG will be the Authorized Person of NBP to sign the Contract and Service provider's Representative would be the authorized person to sign the Contract.

1.1(j) Contract Duration:

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

1.1(o) Engineer:

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

1.1(x) Premises:

NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi

1.1(dd) Services:

Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis) as detailed in Appendix-A to Bid of Section IV.

1.1(ee) Project Name:

Contract for the Plantation Services at NBP Head Office Building and BOD Chairman Office, Kehkashan Building, Clifton, Karachi (on rental basis)

8.1 Representative:

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

SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

31.1 Performance Security (Guarantee)

Same as given above at Sub Clause GCC.3.1

SUB SECTION G – TERMINATION OF CONTRACT

60.2 Service Provider fails to submit Performance Security (Guarantee)

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

SUB SECTION I – CONFIDENTIALITY

73.1 Period of Non-Disclosure for Service Provider

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

74.1 Period of Non-Disclosure for NBP

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

SUB SECTION J – RESOLUTION AND DISPUTES

78.1 Place of Arbitration

Karachi

SECTION–VIII FORMS OF CONTRACT

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
(Duly signed & stamped by the Authorized Representative)
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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 witnesseth as follows:

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

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)

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 Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, *(Name of 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 GOP, except that which has been expressly declared pursuant hereto.

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

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

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

Signature of the Service Provider

(Seal)

Signature of NBP

(Seal)

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)