



NATIONAL BANK OF PAKISTAN

Tender of Annual & Maintenance Contract for HVAC Chillers & Heating units Boiler & Its Allied Equipment's Installed at Regional Office Building Quetta Cantt..

TECHNICAL BID DOCUMENTS (Under Rule: 36-(a))

INVITATION FOR BIDS
BID SECURITY (EARNEST MONEY)
FORM OF BID
INSTRUCTION TO BIDDERS & BIDDING DATA
SCHEDULES TO BID INCLUDING BOQ,
EVALUATION CRITERIA
CONDITIONS OF CONTRACT & CONTRACT DATA
STANDARD FORMS

Issued to : _____

Dated : _____

INVITATION FOR BID

Tender of Annual & Maintenance Contract For HVAC Chillers & Boiler (Heating Unit) & Its Allied Equipment's Installed at Regional Office Building Quetta Cantt.

National Bank of Pakistan (NBP) invites sealed bids for above work from reputable firms/contractor registered with Income Tax and Baluchistan Revenue Authority (BRA), Pakistan Engineering Council C6/O6 or above (Specialized in ME-01) and having 05 Years' or above experience for **Operation & Maintenance of HVAC Chillers (minimum 150 TR capacity) & Boiler Minimum 70 HP Capacity. (Heating Unit)**. The Contract will be initially for One Year, which can be extended further with mutual consent. The bidding is open to all eligible bidders.

Complete set of bidding documents, containing detailed terms and conditions, bid security, bid validity, bid opening procedure etc. are available for the interested bidders from the Office of Wing Head Engineering (South), Engineering Group LCMG, 3rd Floor, NBP HO Building, Karachi during Office Hours up to 18th January 2023 after submission of written application on Bidder's letter head for issuance of bidding documents, biddings Price (as per PPRA rule 23 (5) of Rs.1000/- (Rupees One Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan, Copies of related experience Certificates /documents and copies of NTN & BRA, Engineering Council C-6/O-6 Registration Certificates (The name of Bidder must appear on the Active Tax Payers List of FBR). Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/Tender>

All the Contractor should download the bidding documents from the NBP website up to and submit aforementioned Tax Registration proof and Eligibility Criteria Documents in the office the Wing Head (South), Engineering Group, LCMG, 3rd Floor NBP Head Office Building Karachi, for verification on before 19th January 2023. In case of non-compliance /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 (South), LCMG, 3rd Floor, NBP Head Office Building Karachi, on or before 3:00 Pm 20th, January 2023, Bids will be opened on the same day publicly at 03:30 Pm 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 available on NBP and PPRA Website i.e. <http://www.nbp.com.pk> and <http://www/ppra.org.pk>

Wing Head (South) Engineering Group,
Logistics, Communication & Marketing Group,
National Bank of Pakistan
3rd Floor, Head Office Building
I.I Chandigarh Road, Karachi
021-9922066, 021-99062219

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SECTION - 01

FORM OF BID

(The bidders are required to fill in all the blank spaces in the Bid, Memorandum, Appendix-1 and various Schedules which form part of this bid)

To

**Divisional Head,
National Bank of Pakistan**

Engineering Wing,
Head Office Building,
I.I Chandigarh
Road, Karachi-
74000.

Dear Sirs,

1. Having examined the bid documents, schedules, site conditions and addenda Nos.____for the above named works/services, we the undersigned offer to carry out the said works/services, in accordance with the said bid documents, schedules, site conditions and addenda Nos.____and in all respects in accordance with the conditions as far as applicable for the sum named in the Memorandum annexed hereto or such other sum as may be ascertained in accordance with the conditions of Contract/Agreement.

2. In consideration of your agreeing to examine this bid, we undertake if our bid is accepted:

- (a) To submit the Acceptance of the Letter of Award of work within the period mentioned in the Memorandum.
- (b) To commence the work within the period mentioned in the Memorandum on written orders to commence.
- (c) To submit the duly signed & stamped formal Contract/Agreement within the period mentioned in the memorandum and to pay all costs towards the preparation of Contract/Agreement.
- (d) To abide by and fulfill all the terms and provisions of the said conditions of Contract/Agreement or in default thereof to forfeit and pay to you the sums of money mentioned in the Memorandum.

3. The Bid Security has been bided as per details given in the Memorandum, the full value of which is to be absolutely forfeited by you without prejudice to any other rights and remedies which you may have, should we fail to commence the work or execute the formal Contract/Agreement, within the periods specified above, otherwise the said sum of Bid Security shall be repaid by you when formal Contract/Agreement has been duly entered into and executed by us on acceptance of our b

4. We hereby confirm that we have examined the bid documents and schedules, have inspected the site and have obtained all the information which may affect this bid. We understand that no claim will be admitted by you which may arise from our pleading ignorance of the nature of works.

5. We agree to abide by this bid for the period stated in the Memorandum from the date of opening of the bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. We undertake to carry out such additions, or curtailments of the works services as may from time to time be determined and ordered in writing by you in accordance with the Contract Agreement.

7. Unless and until a formal Contract Agreement is prepared and executed this bid together with our written acceptance thereof and bid documents shall constitute a binding Contract Agreement between us and shall be deemed for all purposes to be the Contract Agreement.

8. We understand that certain information applicable to the Contract/Agreement which is the subject of this bid is set forth for ease of reference in the Memorandum annexed hereto.

9. We understand that you are not bound to accept the lowest or any bid you may receive, and that you will not defray any expenses incurred by us in bidding.

Dated this-----day of-----202

in the capacity of-----

duly authorized to sign bids for and on behalf of

(Full Address) -----

Signature & seal/stamp-----

CNIC NO. _____

NTN NO. _____

Witness-----

Address-----

Occupation-----

MEMORANDUM

(To be completed by the Bidder)

Tender of Annual & Maintenance Contract for HVAC Chillers & Heating units Boiler & Its Allied Equipment's Installed at Regional Office Building Quetta Cantt.

- | | | |
|-----|--|---|
| (a) | Title of work to be endorsed | Year. |
| (b) | Bided price of the work. | Rs _____ |
| (c) | Validity of bid. | 90 days from bid date |
| (d) | Amount of Bid Security | Rs 35,000/- |
| (e) | Details of Pay Order/Bank Draft/ Bank Guarantee for Bid Security in the name of and payable to National Bank of Pakistan, Karachi. | To be submitted with Bid |
| (f) | Acceptance of Letter of Award of work. | Within the period 05 working days from the date of issuance of Letter of Award of Work. |
| (g) | Submission of Contract Agreement | Within the Period of 14 working days from the date of award of work of Acceptance of Letter |

Dated this-----day of-----202

in the capacity of-----

duly authorized to sign bids for and on behalf of _____

Full Address) -----

Signature & seal/stamp-----

CNIC NO. _____

NTN NO _____

Witness-----

Address-----

Occupation-----

NOTES:

The Contract/Agreement or is required to ensure that amongst others, he is complying with the following 3 essential requirements of the Contract/Agreement as specified in Section-03, Conditions of Contract/Agreement and Section-04, General Requirements, of the bid documents. In case of any default by the Contract/Agreement or, the NBP shall make deductions from the monthly bills of the Contract/Agreement or as specified therein

- 1. Staff to be in uniforms, Section Clause 8.07.**
- 2. Safety Precautions Section-03 Clause 12.02.**
- 3. Appointment of staff, Section-04 Clause-7(d).**

APPENDIX

LIST OF Prepared HVAC Staff

S.NO	DESIGNATION	QUALIFICATION	EXPERIENCE	QTY
01	Chiller Operator cum Technician	Trade Certificate in Relative field	5 Years	2 Nos
02	Skilled Worker	Matriculation	5 Years	1 No
			TOTAL	03 Nos.

Dated this-----day of-----202

In the capacity of-----
duly authorized to sign bids for and on behalf of

(Full Address) -----

Signature & seal/stamp-----

CNIC/SNIC NO. _____

NTN NO. _____

Witness-----

Address-----

Occupation-----

SECTION - 02 - A

INSTRUCTIONS TO BIDERS

1. DOCUMENTS

1.1 The following is the list of bid documents issued to each Bidder:

1. Form of bid, memorandum and Appendix-1.
2. Schedule of Prices.
3. Instructions to bidders.
4. Conditions of contract.
5. General requirements.
6. Scope of Work.
7. List of O & M Staff and Equipment.
8. Annexures:
Form of Contract Agreement.

Form of Performance Guarantee.

2. BIDERS TO BE CONVERSANT WITH THE DOCUMENTS

2.1 The bidders are expected to read all the above documents and be conversant with their contents and when bids are made it will be inherent in the signing of the bid that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the NBP in writing and should any written clarification be required it will be made available by the NBP's Representative to all bidders.

3. ADDENDA

3.1 Addenda may be issued, prior to the date set for submission of bids, to clarify the bid documents or to effect modifications in the contract terms or scope of work. Every addendum issued will be distributed to each bidder to whom bid documents have been issued, and shall become a part of the bid documents. Receipt of each addendum must be acknowledged by the bidder.

4. DOCUMENTS TO BE SUBMITTED WITH BID AND GENERAL CONDITIONS APPLICABLE TO BID

4.1 The bidder is required to complete/submit the following with his bid:

- (a) Form of Bid and Memorandum.
- (b) Schedule of Prices.
- (c) Appendix-1 i.e. List of proposed Staff, including names, qualifications and experience of key personnel to be deputed by him for the work.
- (d) Bidder's constitution.
- (e) Proposed organization chart.
- (f) Proposed methodology for the Operation & Maintenance of HVAC System as per the scope of work and other conditions detailed in the Bid Documents.
- (g) Bidder's official address.
- (h) Bid Security.

- 4.2 The bidder shall not make any alteration in the form of bid or to any other of the printed documents.
- 4.3 The bidder shall keep his offers firm and final in all respects and open for acceptance for the period stated in the Memorandum annexed with the Bid from the date of bid opening.
- 4.4 Bids which are incomplete, conditional obscure or containing uncalled additions, erasures, alterations, over writings or irregularities may be rejected.
- 4.5 The bidder must return to the NBP's Representative the bid documents issued to him on or before the bid due date time. Late submission of bids will not be accepted and will be returned unopened.

5. SUBMISSION OF BID

- 5.1 The set of complete bid documents and addenda should be addressed to Wing Head (South) Engineering, Division LCMG NBP H.O I. I Chandigarh Road.

And must be delivered in person or sent by registered mail as per detail mentioned in Section-02-B.

SECTION-02-B.

- 5.2 The bids may be modified, corrected or withdrawn at any time prior to the date set for receipt of bids upon submission of a request in writing to that effect, signed in the same manner and by the same person or persons who signed the bid.

6. Bid Security

- 6.1 In order to secure the Bid by the bidder of the obligations undertaken by him, the Bid must be accompanied by a deposit as mentioned in the Memorandum of the Bid.
- 6.2 Each deposit must be made in a form of Pay Order/Demand Draft of a scheduled Bank in favor of the NBP
- 6.3 No bid will be considered without Bid Security. This deposit shall be refunded to the bidders whose bids are not accepted on the expiration of the specified period of validity from the day on which bids are opened or at such earlier time as a bid shall have been accepted by the NBP and a Contract Agreement shall have been duly executed by the bidder whose bid is accepted.
- 6.4 The earnest money provided by the bidder whose bid is accepted shall be repaid or discharged when the formal Contract Agreement has been duly entered into and executed by the bidder and his surety.
- 6.5 If the bidder whose bid is accepted fails to execute the formal Contract Agreement at his own expense within fifteen days of being requested to do so, the full amount of his earnest money shall stand forfeited, without recourse, and shall be the absolute property of the NBP.

7. FORMAL CONTRACT AGREEMENT & PERFORMANCE GUARANTEE.

- 7.1 The bidder whose bid is accepted will be required to enter into a Contract Agreement in accordance with clause Conditions of Contract, and to provide a surety or sureties in accordance with clause of the Conditions of Contract and to jointly execute a Contract, specimen annexed. And performance guarantee of an amount of 10% of Total Bid amount.

8. VISIT TO SITE

8.1 The bidders should visit the site and satisfy themselves as to the local conditions, the construction and occupation of the Buildings, the full extent and nature of the operations, the conditions affecting the execution of the work service number of floors of building, total covered area of each floor, and execution of the contract generally. Claims on the grounds of want of knowledge in such respects or otherwise shall not be admitted.

9. RIGHTS

- 9.1 The NBP reserves the right to reject any or all bids without assigning any reason thereof / **according to Evaluation Criteria of PPRA**, and to waive any formalities in the bids received (such as deviation in the use and presentation of the specified bid documents and forms), if it appears to be in the best interests of the NBP to do so.
- 9.2 The bid documents are the exclusive property of NBP and are subject to be recalled and must not be used, lent, copied or reproduced by anybody without their written permission.

10. Details of Owners / Directors

- 10.1 The bidder must submit details of Owners/Directors etc.
- 10.2 Bid must be signed or sealed or otherwise executed in such a manner that it will be binding on the bidder. Bids not so executed may be rejected.

Note: If any Change in Ownership of Company / Director ship etc., shall be informed to NBP in writing with supporting Documents.

11. BIDDERS ADDRESS TO BE SUPPLIED

11.1 The bidder must give with his bid the address at which notice may validly be served on him.

12. ACCEPTANCE

12.1 Promptly after submission of the bids, the NBP will undertake a detailed study and appraisal of the bids submitted as per PPRA Rules as mentioned in **SECTION- 02-B**. The NBP does not bind himself to award the contract to the lowest or to any bidder but will take into careful consideration the bidder's price and such other factors as are deemed to be applicable & PPRA Rules as well. Once the NBP has arrived at a decision regarding the award of the contract, successful bidder will be informed in writing of the NBP's intent to enter into a contract for the performance of the works. The successful bidder will be required to attend the Office of the NBP's Representative within a week of the date of receipt of such letter of intent OR issuance of Evaluation Report To discuss and decide the arrangement for taking over of the charge as well for commencement of works.

SECTION - 02 - B

INSTRUCTION & CONDITIONS, EVALUATION CRITERIA FOR QUALIFICATION & DIS QUALIFICATION OF CONTRACTORS AS PER "PPRA "RULES

1. INSTRUCTION & CONDITIONS

- a. It is a Single Stage, ONE Envelop Bidding as per PPRA Rules No: 36-(A).
- b. Envelope should be printed with Title of Bid on the middle of Envelope The Bidders shall submit all required documents including Bid Documents (Original + **One Copy**).
- c. Each bidder shall submit Envelope, One Envelop **Bid"** & other shall be in bold and legible Words on the date of submission as decided by Authority.
- d. The Envelop shall be opened in the presence of Bidders who wish to attend this opening ceremony.
- e. Bid should be valid for a period as mentioned in Memorandum.
- f. All Prices should be quoted on FOR basis in Figure and words.
- g. All Prices should be quoted with Black OR Blue Ink in each Column of Documents without Erasing, cutting and overwriting.
- h. The rates Quoted against each item should be written in figures & in words as well. In case of discrepancy in figure, the price quoted in words shall be taken in consideration & as final.
Bid shall be accompanied by Earnest Money Rs 35,000/-in the shape of Pay order/Demand draft / Bank Guarantee in the name of **National Bank of Pakistan**. The Earnest Money shall be placed in Bid Envelop.
- i. The Bid Quoted Cost should be inclusive of all Applicable taxes payable to Federal and Provincial Government or local bodies and No claims will be entertained in this regard.
- j. The bidder shall provide copy of valid Professional Tax Certificate, NTN Certificate, Provincial Tax Certificate, PEC Certificate, GST certificate, Latest Bank Statement etc.
- k. The Bids prepared in accordance to Instructions to Bidders & above stated instruction/conditions must be replaced to the office of the undersigned.

EVALUATION CRITERIA

S#.	Desired Parameters / Criteria.	Priority	To be filled in by the bidder	Complaint Yes/ No (To be filled be NBP)	Remarks
1	Number of similar Annual Maintenance Contract of HVAC system with same specification.(Give Evidence)	High			
2	Chillers capacity 150 Tr or above and Boiler 70 HP or above executed in past or in hands. Minimum 02 contracts are required. (Give Evidence)	High			
3	The time since the Operator has been in this business and the time since he has been doing work of similar nature (Minimum Five Years is required , (Give evidence).	High			
4	The HVAC Staff to be proposed should have prior experience of minimum 02 years of HVAC 150 TR or above. Give evidence).	High			
5	The Service Team of the Operator should have prior hands-on experience of 02 years for all type of trouble shooting of HVAC Plant. (Give evidence).	High			
6	The Operator/ Staff should not involve in any case litigation with its Owner during its tenure of Operation & Maintenance Period against any breakdown of lifts. (Give undertaking on Stamp Paper of worth PKR.100).	High			

Name & Signature of Contractor _____ For National Bank of Pakistan
With Seal.

Note: The bidder would be responsible to prove the above mentioned criteria, wrongly mentioned specifications will result in disqualification of bid.

All Requirements mentioned in Annexure I – Technical Requirement Document with “Priority (High/Low)” is evaluated as follows:

- i. All requirements with “High” Priority must be answered as ‘Y’ or ‘N’. If bidder response ‘N’ against any of such “High” Priority requirement, its bid will be considered as technically disqualified and will be rejected.
- ii. For with “Low” Priority can be answered as ‘Y’, ‘Yes’, ‘N’, ‘No’. If bidder responds ‘N’ or ‘No’ against any of the “Low” Priority requirement, its bid will not be considered as rejected.
- iii. “**Low**” priority requirements that shall be responded “Y” by bidder shall be treated as complimentary, without any addition in the above mentioned quoted price.
- iv. For all requirements against which Bidder is not providing any response (i.e. an empty availability cell or an availability cell with a response other than “Y/Yes’ or ‘N/No’), NBP will first check that against such requirements proper reference documents have been provided or not in the submitted bid. If reference document is found then NBP ask clarification from the bidder about its response, however if reference document will also not found or provided then response of bidder shall be considered as ‘No’ and its bid will be considered as rejected if the requirement item is high priority.
- v. For all technical requirements against which Bidder is responding “Y”, all bidders are required to provide **Documentation with proper reference (Section No/ Page No) in the proposal against all requirements. It is mandatory to provide proper reference of document.** It is NBP’s discretion to raise clarification queries against requirements where reference is provided and further clarification is required. In case no reference is available and documents are not available in the submitted proposal, NBP may not raise any clarification query and response will be considered as **NIL**, which may lead to disqualification, if mentioned in the criteria.
- vi. NBP may ask any other additional documentary evidence or explanation against any item for clarification that must be provided by the Bidder during the period of evaluation. Bidders should respond to such requests within the time frame indicated in the correspondence (letter/fax/ e-mail). If the bidder fails to provide the required information within given timeframe, its bid will be considered as rejected.
- vii. All bidders are required to submit the proposals with proper page numbering with master table of contents of all attached documents in the proposal.

Contractor’s Signature & Seal

For National Bank of Pakistan

1.1 The submitted bid shall be declared Responsive and substantially completed if above criteria is fully compliant.

1.2 The submitted bid shall be considered Non Responsive / rejected if following points are in complete.

- a. Not submitted Bid Security.
- b. Documents do not signed & Stamped by authorized person.
- c. Validity of bid less than specified period.
- d. Bid prices do not include the applicable taxes.
- e. Bidder does not accept typographical Mistake.
- f. Not registered in PEC, BRA, GST & Income tax department.
- g. Any Deviation from the scope of work.
- h. Not Submitted Satisfactory Certificate from Client. (at least 02 Certificate is required)

1.3 The NBP shall evaluate all bids accordance with Evaluation criteria as mentioned above with other terms & condition.

1.4 No Bidder shall be allowed to alter or modify quoted prices after the bid is opened publically.

1.5 The bidder whose adjust price is the lowest after applying all the above conditions shall be declared as the lowest responsive bidder.

2. ANNOUNCEMENT OF EVALUATION REPORT

The NBP shall announce Bid Evaluation Report giving justification for acceptance & rejection of Bids at least 15 days before award of project to accept & Qualified Bidder.

Following is check list for bidder just to cross check submitted documents.

S.NO	DETAILS	YES/NO
1	All Bid Documents are Signed & Stamped by Authorized person.	
2	Bids Envelope have been Marked & sealed with proper printed address & project title etc.	
3	Earnest Money placed with Bid.	
4	Undertaking of Earnest money is placed in Bid	
5	List of Project Executed & In hand etc. with evidence	
6	List of Technical & tools etc.	
8	Copy of BRA ,GST & PEC.	
9	Copy of NTN Certificate	
10	Company profile etc.	

SECTION - 03
CONDITIONS OF CONTRACT

1. DEFINITION AND INTERPRETATION

- 1.01 In construing the contract, these conditions, other documents and the interpretations, the following words and expressions shall have the meaning herein assigned to them, except where the subject or context otherwise requires.
- 1.02 "NBP" / "Bank" means National Bank of Pakistan and shall include their administrative and legal representatives, permitted assigns or successors-in-interest.
- 1.03 "Engineer"/"NBP's Representative" means The VP & Wing Head (South), Engineering Division, Engineering Group, NBP or such other person(s) for the time being or from time to time duly appointed by the NBP to perform the duties set forth in clause 7 hereof and notified in writing to the Contractor.
- 1.04 "Engineer's Representative" means the person(s) appointed from time to time by the Engineer and notified in writing to the Contractor to act under the instructions of the Engineer to perform the duties set forth in clause 7.10 hereof.
- 1.05 "Contractor" means the bidder whose bid has been accepted by the NBP and shall include his legal and personal representative(s), successors and permitted assigns.
- 1.06 "Contractor's Agent" means the person or Supervisor Engineer duly appointed by the Contractor and approved by the NBP's Representative to perform the duties set forth in clauses 8.2 and 8.3 hereof.
- 1.07 "Contract" means the Agreement contained in the Contract/Agreement and the documents set out in the Contract/Agreement as forming part thereof.
- 1.08 "Contract Price" means the total price of all material, manpower for Operation & Maintenance of Complete HVAC System.
- 1.09 supervision and services required for the works and all costs in connection with the fulfillment of all conditions and performances under the Contract.
- 1.10 "Scope of Works" means all the servicing and overhauling works to be executed in accordance with the Contract and includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.
- 1.11 "Building" means the Building Locations as detailed in these documents for which the work is to be executed by the Contractor.
- 1.12 "Site"/"Building" means the Building wherein the works are to be performed and executed by the Contractor.
- 1.13 "Bid Date" means the date by which the bids are required to be delivered to the NBP.
- 1.14 "State Laws" has the meaning assigned in clause 11 hereof.

- 1.15 "Approved" means approved in writing including subsequent written confirmation of previous oral approval, and "Approval" means approval in writing including such written confirmation.
- 1.16 "Notice in Writing" has the meaning assigned in clause 19 hereof.
- 1.17 "Month" means a calendar month.
- 1.18 The singular includes the plural and vice versa. The masculine includes the feminine and vice versa. Words importing persons include firms, companies or other bodies corporate.

2. EXTENT OF CONTRACT

- 2.01 The Contract comprises the of the complete all buildings as detailed elsewhere in the contract documents.
- 2.02 And except in so far as the contract otherwise provides the provision of all labor, materials, tools, instruments and everything whether of incidental nature required in and for Operation & Maintenance of HVAC complete system and of the complete all buildings, Equipment and Systems, so far as the necessity for providing the same is specified in or can reasonably be inferred from the contract.

3. ASSIGNMENT AND SUB-LETTING

- 3.01 The Contractor shall not assign the whole of the contract or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the NBP.
- 3.02 The Contractor shall not sub-let the whole or any part of the contract without the prior written consent of the NBP.

4. CONTRACT DOCUMENTS

- 4.01 The contract shall be read, construed and interpreted according to the English language and shall operate in conformity with the laws of the Islamic Republic of Pakistan.
- 4.02 Except if and to the extent otherwise provided by the contract the provisions of these conditions of contract shall prevail over those of any other documents forming part of the contract. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the NBP's Representative who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.
- 4.03 None of the documents herein before mentioned shall be used by either of the parties hereto for any purpose other than the contract and neither the NBP nor the Contractor shall divulge or use except for the purpose of this contract any information in the priced Schedule of Prices.

5. GENERAL OBLIGATIONS

- 5.01 The Contractor shall when have called on to do so enter into and execute a Contract/Agreement in the form annexed with such modifications as may be approved by the NBP.

- 5.02 The Contractor shall provide a surety or sureties approved by the NBP to be jointly and severally bound with the Contractor to the NBP for the due performance of the contract by the Contractor under the terms of a Performance Guarantee, specimen annexed and approved by the NBP in the amount specified in the Memorandum of the bid.
- 5.03 The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid and the 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 execution of the works.
- 5.04 The Contractor shall execute the works in strict accordance with the contract to the satisfaction of the NBP's Representative and the whole of the labor, materials, tools and instruments, other things to be provided by the Contractor pursuant to the contract and the mode, manner and speed of execution of the works are to be of a kind and conducted in a manner to the satisfaction of the NBP's Representative.
- 5.05 The Contractor shall comply and adhere strictly to the NBP's Representative's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the NBP's Representative or (subject to the limitations of clause 7.10) from the and Engineer's Representative.

6. RETURN OF DOCUMENTS

- 6.01 The bid documents and schedules are to be returned by the bidders to the NBP's Representative without fail on the bid due date whether the bid is submitted or not.

7. POWERS OF THE NBP'S REPRESENTATIVE

- 7.01 The Contractor shall carry out the works under the directions of the NBP's Representative and to his satisfaction.
- 7.02 The NBP's Representative's decision in respect of materials and workmanship and interpretation of the specifications will be final and shall be accepted by the Contractor. Any other matters may be referred to arbitration by the Contractor if he wishes to dispute the NBP's Representative's decision upon such matters.
- 7.03 The NBP's Representative may from time to time give further instructions and directions as may be necessary for the guidance of the Contractor and the proper execution of the works. The NBP's Representative may alter the form or character of any of the works in the contract or omit or add to the works.
- 7.04 If any verbal instructions, directions or explanations involving a variation are given to the Contractor or his Agent upon the works by the NBP's Representative, such instructions, directions or explanations shall be confirmed in writing by the Contractor to the NBP's Representative within seven days and,

if not dissented from in writing by the NBP's Representative to the Contractor within a further seven days, shall be deemed to be the NBP's Representative's

7.05 If within seven days after receipt of a written notice from the NBP's Representative requiring compliance with the NBP's Representative's instructions, the Contractor does not comply therewith, the NBP may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all costs incurred in connection therewith shall be recoverable from the Contractor by the NBP as a debt or may be deducted by him from any monies due or to become due to the Contractor under the contract.

7.06 Such variations, omissions or additions resulting from instruction of the NBP's Representative will not vitiate the contract and will be the subject of adjustment to the contract price if it is the cause of any difference in expense.

The NBP's Representative will have the power to withhold the issue of any certificate for monthly or other payments if the works are not being carried out to his satisfaction.

7.07 Duties of the Engineer's Representative

- (a) The duties of the Engineer's Representative are to watch and supervise the work of the Contractor and to test and examine any materials to be used or workmanship employed in connection with the work. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor to make any variation nor to order any work involving any extra payment by the NBP.
- (b) Subject as aforesaid the Engineer's Representative shall have any of the powers and authorities vested in the Engineer which the Engineer may for the time being delegate in writing to the Engineer's Representative with copies to the Contractor of such delegations and any subsequent revocation thereof. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegations (but not otherwise) shall bind the Contractor and the NBP as though it has been given by the Engineer.
- (c) Provided always:
 - (1) Failure of the Engineer's Representative to disapprove any material or workmanship shall not prejudice the power of the Engineer thereafter to disapprove such material or workmanship.
 - (2) If the Contractor shall be dissatisfied by any decision or instruction of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm reverse or vary such decision or instruction.

8. CONTRACTOR'S SUPERINTENDENCE, AGENT AND EMPLOYEES

8.01 The Contractor shall give or provide all necessary superintendence for the proper fulfilling of the Contractor's obligations under the contract.

8.02 A competent and duly authorized Agent (Supervisor Engineer) of the Contractor approved by the NBP's Representative (which approval may at any time be withdrawn) and who shall have full authority to act for and bind the Contractor is to be constantly at the site of work and shall give his whole time to

the superintendence of the works.

- 8.03 The Agent shall receive on behalf of the Contractor directions and instructions from the NBP's Representative or Engineer's Representative.
- 8.04 Correspondence between the Contractor or the Agent and the NBP's Representative, Engineer's Representative shall be in English.
- 8.05 The Contractor shall in connection with the Bank Engineer /official for the progress of contract:
- 8.06 For the purpose of identification and security, all employees of the Contractor, who may be, from time to time, detailed to work within the premises of the Building, in connection with rendering of the agreed services:
- (a) Shall be issued with proper identity cards by the Contractor.
 - (b) All employee **regularly working in the Building shall wear safety shoes and proper uniforms (with firm's name label thereon)**, a sample to be approved by the NBP, and provided by the Contractor. The employee's identity card, shall be pinned with the uniform. If any employee is noted to be working without proper uniform, the NBP shall deduct 2% of the gross amount from that month's bill submitted by the Contractor.
- 8.07 The Contractor shall submit to the NBP's Representative certified photocopies of National Identity Cards of all employees employed by him for performance of services under this contract.
- 8.08 The Contractor shall submit medical fitness certificates of all employees employed by him for performance of services under this contract
- 8.09 The Contractor shall maintain daily attendance register of his employees and workers engaged in providing O&M services. This attendance register shall be submitted each day to the Engineer's Representative and the same may be subject to verification by physical head count. The Contractor will complete a monthly summary on the basis of attendance record and get it certified from the NBP's Representative.

The summary will be attached with the bill of the Contractor for adjustment/ deduction of the amount on account of shortage of manpower. The object of providing attendance record to the NBP's Representative is to enable him to monitor that the required work force of the Contractor is available to provide effective and satisfactory Operation, Servicing and Maintenance services.

9. WATCH AND CARE OF WORKS

Except as otherwise specifically provided in the contract the Contractor shall make all arrangements for the security and protection of persons and property or for the safety or convenience of persons it is necessary or required by the NBP's Representative or by any duly constituted authority, and provide and maintain all light and watching.

- 9.01 Except as otherwise specifically provided in the contract the contractor shall make all arrangements for the security and protection of persons and property or for the safety or convenience of persons it is necessary or required by the NBP's Representative or by any duly constituted authority, and provide and

maintain all lights and watching.

- 9.02 For the duration of the contract, the Contractor shall take full responsibility for the care of Building, Equipment and Systems (works), materials, tools, instruments, and other things brought on the site by the Contractor for the purposes of the contract and in case any damage loss or injury shall happen to the works or any such materials or tools or instruments or other things from any cause whatsoever (save and except the excepted risks e.g. outbreak of war or act of invasion) he shall at his own cost replace, repair and make good the loss or damage so that the Equipment and Systems are restored to the original condition in conformity in every respect with the requirements of the contract and the NBP's Representative's instructions. In the event of any such damage loss or injury happening from any of the excepted risks the Contractor shall, if and to extent required by the NBP's Representative, replace repair and make good the same as aforesaid at the cost of the NBP.
- 9.03 The Contractor shall indemnify and keep indemnified the NBP & its officers against all losses and claims for injuries or damages to any person or the contract and against all claims, demands, proceedings, damages, costs, charges and expenses, whatsoever in respect of or in relation thereto. Property whatsoever which may arise out of or in consequence of the performance of the contract and against all claims, demands, proceedings, damages, costs, charges and expenses, whatsoever in respect of or in relation thereto.

10. PROTECTION OF WORKS AND MATERIALS

- 10.1 The Contractor shall be responsible for any damage caused by his workers, operatives or agents to the Building, works being executed under this contract, or the contents of the Buildings, and shall make good such damage at his sole expense.
- 10.2 Any damage(s) as may occur through negligence of the Contractor his agents or employees will be corrected and/or made good at his own expense.

11 COMPLIANCE WITH STATUTES, REGULATIONS ETC.

The Contractor shall conform in all respects with the provisions of all federal, provincial and local laws, regulations or orders or other laws for the time being in force in Pakistan including all regulations and by-laws, if any, of local or other duly constituted authority within Islamic Republic of Pakistan which may be applicable to the performance of the contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works (which are herein referred to as "State Laws") and shall give all notices and pay all fees, charges, rates and taxes (collectively referred herein as fees) required to given or paid thereby and shall keep the NBP indemnified against all penalties and liability of any kind for the breach of any of the same provided that such fees shall be reimbursed by the NBP to the Contractor on demand.

12 INSTRUMENTS AND TOOLS

12.1 The Contractor shall supply and maintain such sufficient instruments, tools, equipment **Gas Welding Set, Complete Set of Fix & Ring Spanner, Box Spanner Set, Temperature Monitoring Thermometer, Tong Tester, Screw driver Set,**

12.2 Safety Shoes, hard hats, Safety gloves, Safety Goggles, Aprons, Uniforms etc., shall be supplied and maintained at the site by the Contractor for all his workers. In case such safety equipment is not provided by the Contractor, and not worn/used by his workers while performing their duties, the NBP shall **deduct 1% of the gross** amount from the Contractor's Bill for that month.

13 LABOUR/WORKERS

13.1 The Contractor shall make all arrangements in connection with the recruitment, supervision, transport, accommodation, quarantine and all other matters whatsoever in connection with the employment of labor and supervisory staff provided that the Contractor shall not recruit or attempt to recruit persons in the service of the NBP.

13.2 The Contractor shall at all times take all requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst the laborers and others employed by him or his sub-contractors for the purpose of or in connection with the contract and for the preservation of the peace and the protection of the inhabitants and the security of property on or in the neighborhood of the site.

13.3 In respect of all labor directly or indirectly employed by the Contractor for the performance of the works, he shall comply with or cause to be complied with, all rules framed by the Federal and Provincial Governments and any local body from time to time for the employment of labor including the protection of health and sanitary arrangements for the workers.

13.4 The Contractor shall maintain at site proper attendance registers to record the attendance of his employees and submit a return in detail at the end of every week to the NBP's Representative showing:

- (a) the numbers of several classes of labor employed by him on the works during the period,
- (b) their working hours, and
- (c) details of any accidents during the period indicating extent of damage and injury.

13.5 The Contractor's Agent shall show the attendance registers and Record to the NBP's Representative or Engineer's Representative whenever called upon to do so.

14 FACTORY ACTS AND LABOUR LAWS

The Contractor shall, in relation to the works to be executed under this contract, comply with the provisions of the Factories Act 1937 and 1948 and West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance 1968, and other Federal and Provincial Laws concerning employment of workers, and statutory amendments or additions thereof, and any regulations or orders made thereunder affecting the works.

15 BILLS, CERTIFICATES AND PAYMENTS

- a. The Contractor shall submit his Bills to the NBP's Representative during 1st week of every month for the work carried out during the preceding month and the Contractor Shall Submit monthly activities reports with photographs (pictures), presentation etc. to Wing Head office. The payment of monthly bill will be made after satisfactory certificate of the Bank Engineer
- b. The NBP's Representative shall have the power to make necessary adjustments in the Bill and issue his certificate within a 15 days of the receipt of the Bill by him.
- c. The Contractor shall submit his Bill in the prescribed form duly approved by the NBP's Representative.
- d. The NBP's Representative may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.
- e. No claim from the Contractor on account of fluctuations in the market rates shall be entertained during the currency of this contract for any item of work executed under this contract.
- f. The amount due to the Contractor under any certificate issued by the NBP's Representative shall be paid by the NBP to the Contractor within 45 days after such certificate has been issued by NBP's Representative.

16 INCOME TAX AND REIMBURSEMENTS

- a. The Contractor shall be responsible for the payments of all **Baluchistan Service Taxes (BRA), Professional Taxes, income** tax, supper tax and other taxes on income arising out of the contract and the rates and prices stated in the priced bid and Schedule of Prices shall be deemed to cover all such taxes.
- b. The Contractor shall pay directly royalties, rent and other payment or compensation (if any) for getting any equipment, tools and instruments required for the works.
- c. Any element of Federal, Provincial or local duty or tax inherent in the price of locally procured items required for the work shall be deemed to be included in the rates and prices stated in the priced bid and Schedule of Prices and will not be separately reimbursable.

- d. "Except where it is shown by the Contractor to the satisfaction of NBP that under the Income Tax Ordinance, 2001 or any other law for the time being in force (by whatever nomenclature called) no tax or other sum is deductible at source from payments to be made by the NBP to the Contractor, the NBP shall be entitled to withhold from the amount of any such payment the appropriate percentage thereof as may be required by the Income Tax Ordinance, 2001 or any other law for the time being in force or which may be enforced subsequently and to pay the amount so withheld to the Authorities concerned, and if required or requested, to provide to the Contractor a certificate to the said effect".

Note: **NBP will not be responsible for any loss of Life, equipment, property, belongs etc. for contractor provided items & man power & there will be NO compensation against loss of Life, equipment, property etc. from NBP.**

17 SPECIAL OBLIGATIONS OF THE CONTRACTOR

- a. The Contractor is bound to pay the salaries to his workers/employees employed for the works regularly within 1st week of each month positively. If the Contractor fails to make payment to his workers/employees by 7th of each month the NBP's Representative may on receipt of such written complaint from the workers/employees pay the salaries to the workers/employees of the Contractor and the amount so incurred by the NBP's Representative, shall be deducted from the bill of the Contractor.
- b. If the Contractor is late in making payments to his workers/employees for any two consecutive months, the NBP's Representative may terminate this Contract in terms of clause 20.01 (c) herein.

The NBP may employ a Monitoring Contractor (MC) to monitor the work of the Contractor who shall fully cooperate with MC and furnish all information required by MC regarding the operation and maintenance work being carried out by the Contractor.

- c. The Contractor shall liaise and coordinate with the other contractors working at the site so that the performance of his and other contractor's work is not affected in any way.
- d. If any dispute and difference arises between the contractors working at the site, the same shall be referred to the NBP's Representative in writing, whose decision shall be treated final, conclusive and binding on all the parties.
- e. The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the Building and for which their responsibility is proved.

17.6 The Contractor shall sign the inventory for O & M Work.

17.7 The Contractor shall insure that the manpower once provided for the works would not be ordinarily changed from the site. **The contract base manpower should be at least for One Year agreement.**

17.8 The Contractor shall make himself available to the NBP's Representative or Engineer's Representative whenever asked for and shall reply all communications issued within two days of their receipt.

18 ISSUE OF NOTICES

- a. Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post to or delivering the same at the Contractor's principal Office.
- b. Any notice to be given to the NBP under the terms of the contract shall be served
by sending the same by registered post to or delivering the same at the NBP's.
- c. Any notice to be given to the NBP's Representative under the terms of the contract shall be served by sending the same by registered post to or delivering the same at the NBP's Representative's Office.

19 TERMINATION

- a. The NBP shall have the right to terminate the Contract wholly or partly by giving notice of 60 (Sixty) days to the Contractor / **OR according to PPRA Rules** and to invoke/forfeit the Performance Guarantee submitted by the Contractor if:
 - a) In the opinion of the NBP's Representative the Contractor's performance is unsatisfactory.

OR
 - b) The Contractor fails to abide by any of the conditions of the contract or the instructions of the NBP's Representative.

OR
 - c) The Contractor fails to fulfill his obligations regarding payment of salaries to his workers/employees as mentioned in clause 18.01 herein.
 - b. The NBP shall also have the right to terminate the Contract by giving a notice of (Sixty) days if he decides to discontinue the services of the Contractor due to any reasons other than those mentioned above. However, in such a case the NBP shall not invoke/forfeit the guarantee(s) of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same in full and final settlement of the accounts under the Contract. In case of termination the accounts rendered by the NBP shall be conclusive and binding on the Contractor.

20 FORCE MAJEURE

- a. Any delay in or failure of Performance of the Contractor or in fulfillment of any obligation by the NBP hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of Performance is caused by occurrence beyond the control of the party affected including natural calamities, acts of war, rebellion or sabotage or damage resulting therefrom, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control

of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

- (a) The NBP shall not be liable to make any payments for the duration/time the provision of work/ services remains suspended due to force majeure.
- (b) No escalation and/or increase in consideration / payments shall be made on account of occurrence of any force majeure even.

21 SETTLEMENT OF DISPUTES

- a. All questions and disputes between the parties to the contract, other than those in which the decision certificate and/ or opinion of any person is expressed by the contract to be final and conclusive, concerning any claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, instructions, orders or the conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or termination or abandonment thereof shall be referred to The Wing Head Engineering (South), National Bank of Pakistan, Karachi whose decision shall be final and binding on both the parties.
- b. Reference to The Wing Head Engineering (South), National Bank of Pakistan, Karachi shall be made in writing by the Contractor specifying distinctly and clearly all such questions and disputes not later than three months after the occurrence of such questions and disputes. Failure to make such a reference shall be deemed that the Contractor has waived all claims in respects of such questions and disputes.

SECTION – 04
GENERAL TERMS AND CONDITIONS

The Contract will be initially for one Year, which can be extended further with mutual consent. Bidders may quote rate on mentioned in Section -7 (Financial Bid BOQ). The contract may be terminated by a written notice of the intention by either party with 02 months' notice during the agreement period

The following terms and conditions are strictly required to be complied with by the Building Contractor for participation in competition/execution of works specified in the Tender. All contractors will enclose C.D.R in shape of bank draft/pay order Rs 35,000/-as a bid security. The call deposits will be released to un-successful bidders after the checking / scrutiny.

1. Bidders shall be drop sealed envelope in Tender Box at the office of Divisional Head (Engineering) 3rd Floor, National Bank of Pakistan Head Office Building I.I.Chundrigar Road Karachi on or before the closing date and time as advised by NBP in Invitation to Tender Advertisement.
2. Any bid received by NBP after the deadline for submission of bids prescribed in advertisement will be rejected and /or returned un-opened to the bidder.
3. All material and equipment shall be arranged by the contractor for the execution and faithful completion of the work.
4. NBP shall not make any payment(s) to the contractor without acceptance of the completion reports of work(s) has been completed to the entire satisfaction of the NBP and the same is inspected and duly verified by the End user and Rates validity for Contract Complete Period.
5. The type of work(s) for which rates are tendered shall be mentioned on the tender document by the contractor in clear handwriting or typed in block letters, otherwise the same will be considered invalid.
6. The Tender Committee reserves absolute and final right to accept or reject any tender or all Tenders without assigning any reason in respect thereof.
7. The contractor will be bound to comply with the work order delivered after approval of Tender. A penalty of 0.5% of the contract value per day will be imposed if the contractor fails to take work in hand commencement period as mentioned in memorandum. The same penalty is also applicable for delayed performance of work beyond the specified period.
8. The contractor will not claim any compensation or damage during execution of work for any reason whatsoever.
9. The contractor shall under no circumstances sublet or assign the work or the contract without the prior written approval of NBP; otherwise its security shall stand forfeited by NBP.
10. The contractor shall strictly comply with all the terms and conditions contained herein or in Contract Agreement attached in the Tender document. In case of dispute between contractor and any supervisory officer(s) of this Division, the decision of the Wing Head Engineering (South) will be final. Contractor shall sign each page and shall submit his acceptance of the above terms and conditions on Judicial Stamp
11. Contractor shall be liable to comply with all applicable labor laws.

Operation & Maintenance work shall be Carried out by the Contractor's Staff will attend and carry out the required servicing, The NBP's Representative can give

prior instructions for O & M /Maintenance work on Saturdays, Sundays & Any public **Holidays without any additional Charge.**

6. (a) The Contractor shall detail experienced and qualified Staff for the Operation & Maintenance servicing and maintenance of the Plants who will work exclusively in the Building and shall not be diverted to the Contractor's other installation(s) while operation, servicing, maintenance, minor repairs and overhauling of the Plants is carried out. The Staff must remain at the site of work during their working hours and should have required qualifications and experience in their respective trades.

(b) The Contractor shall depute additional Staff ~~if required~~ as required without any additional Charge.

(1) Schedule of routine servicing and maintenance, and

(2) Schedule of annual servicing, maintenance and overhauling, and submit the same to the NBP's Representative for scrutiny, amendment and approval in October each year.

The Contractor shall maintain a Register in the form of Charts for each Equipment and System and record with dates the work of servicing, maintenance and overhauling as carried out. The Contractor shall take confirmatory signature & seal/stamps from Engineer's Representative for the work done.

(c) The Contractor shall arrange fortnightly site visit of his Senior team member to checking/inspection of quality of Operation & Maintenance work.

The Contractor must employ sufficient Staff to satisfactorily fulfill his obligations under the contract. Replacement Staff shall be immediately arranged by the Contractor if any Staff cannot attend to his duties. The bidder shall complete Appendix-1 List of Proposed O&M Staff with names, qualifications and experience and submit the same with his bid. The Contractor shall submit bio-data of the proposed Staff to the NBP's Representative and only approved Staff shall be posted at site.

7. (a) The Contractor must ensure regular attendance of the approved Staff for the work and maintain an Attendance Register and Biometric records for the Staff and take signature & seal/stamp from the Engineer's Representative every day.

(b) Replacement staff shall be immediately arranged by the Contractor if any Staff cannot attend to his duties. The bio-data of replacement Staff shall be immediately submitted to the NBP's Representative for approval.

(c) The NBP reserves the right to make deductions of the amount of wages and overhead, on pro-rata basis, of which the NBP shall be the sole judge, if the attendance of Contractor's Staff is irregular.

(d) If the Contractor does not appoint the listed number of staff as mentioned in bid book, and the appointed staff as approved by the NBP, is not attending to the duties, apart from deducting the wages plus overheads of the absent staff (clause "c" hereof), the NBP shall also deduct 2% of the gross amount of the Contractor's Bill for that month.

SECTION - 05

SCOPE OF WORK

SCOPE OF WORK FOR OPERATION & MAINTENANCE OF HVAC SYSTEM AT, NATIONAL BANK OF PAKISTAN REGIONAL OFFICE BUILDING QUETTA CANTT.

1. The Contractor shall be responsible for the operation of the complete Air Conditioning Plants, (Cooling & Heating system as per site requirement) Equipment and Systems including automatic and safety controls, Water Supply & sand Filter System, components, accessories (collectively referred herein as the Plants), installed at the Building, complete servicing and maintenance of the Plants including minor/major repairs, annual overhauling and servicing.

2. **The NBP shall be responsible for the** following:
 - (a) Lighting arrangement in Plant Room Area & where the AC Plant are in operation
 - (b) Electricity, Natural gas and water supply for operation of Plants.
 - (c) Spares Parts required for operation, maintenance, servicing, and overhauling of all equipment.
Suitable working space for the Contractor's Staff to carry out repairs
 - (d) Refrigerant Oil Electric chillers.
 - (e) Any type of paints, Mixing Oils, Paint Brushes, Mixing agents

3. **The Contractor shall be responsible for the** Supply & execution of following for smooth Operation, Servicing, Maintenance & Overhauling of Equipment.
 - (a) All Staff required for the work including but not limited to the O&M Staff listed elsewhere in the documents.
 - (b) Arrangement of gas cylinders of Nitrogen, acetylene, oxygen Gases.
 - (c) All tools, Equipment, instruments including Scaffolding, all type Ladders, Chain Blocks, Megger, pedestal Drill Machines, Pipe Thread Making tools, Chemical Checking kit, De-Scaling Unit, Leak Detectors, Electric & Gas welding Sets, Vacuum Pump, Refrigerant Charging Manifolds, hand lifter & other Tools required carrying out the Maintenance & overhauling work & repair work etc. of equipment.
 - (d) All miscellaneous items such as cotton waste, cloth, normal lubricants, Greases, Kerosene oil, Welding Rods, Brazing Rods, Fluxes, and Floor Polish etc.

- (e) Repair, Gas & ARC Welding & paint work of any Existing hanger, support & brackets etc.
- (f) Small testing work shop Facility at site.
- (g) Leakage repair of Condenser & Coils for AHUs.
- (h) Refrigerant Charging, Vacuuming etc.
- (i) Replacement work of Bearings etc. for AHUs,**
- (j) To Keep the plant rooms and spaces, equipment rooms and spaces, adjoining passages and AHU terraces Neat & clean & cleaning etc. to be done every day.

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

To Keep the plant rooms and spaces, equipment rooms and spaces, adjoining passages and cooling tower terraces clean and neat. Cleaning to be done every day. The Contractor shall also be responsible for following **repair** work of HVAC Units (As & when required). All Components, parts material to be provided by NBP.

Note: Client has right to instruct to contractor for Any repair of Electronic Cards Compressor & other components. In this case, client will approve Quotation of contractor for Required work before execution & will release payment for the same within 30 days' Time after completion.

Repair Work Details:

- Replacement of Compressor Work, Blower, Fan Motors, etc.
- Repair of Leakages, Flushing, Pressure Testing, Refrigerant Charging etc. of Circuits including Commissioning & startup of Units.
- Repair work of AHU's Cooling Towers, all type of Valves, strainer, Monitors & pumps.
- Repair work of LCD screen of Chiller & equipment & other electronic & Mechanical Components.
- It is also contractor responsibility to arrange required parts from authorize distributors of main plants and arrange Quotes etc. & facilitate NBP for procurement of the required parts from Distributers.

4. The Contractor shall ensure that the Plants are operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Contractor shall also ensure economical consumption of the materials and spare parts supplied by the NBP.

5. The Contractor shall:

(a) Record twice daily the temperatures on each floor at different locations designated by the NBP's Representative.

(b) Record plants and equipment operational data at suitable intervals.

(c) Record all observations in printed log sheets approved by the NBP's Representative. Three sets to be prepared and two sets supplied to the Engineer's Representative every day.

6. The work of routine servicing and maintenance & cleaning of equipment, Machinery Plants as required must be completed by the Contractor's Staff every day.

7. The O&M work to be carried out by the Contractor is briefly detailed in clauses 8, 9, 10 and 11 for reference only without any limitation.

8. (a) The Contractor's Supervisor Engineer and other supervising staff shall study manufacturer's Technical Catalogues for the Plants and familiarize themselves with the operation, maintenance and servicing of the Plants to ensure trouble free operation of the Plants.

(b) The Contractor/Contractor's Supervisor Engineer shall immediately report any malfunctioning of the Plants to the NBP's Representative.

(c) The Contractor's staff will attend promptly to complaints of malfunctioning of any system/equipment made by Engineer's Representative to the Supervisor Engineer of the Contractor and rectify the same on priority basis. A log book will be maintained to record the date and time of each complaint and date and time of its rectification.

9. Plants Operation

(a) Check for the working of all electrical and mechanical components of the Plants.

(b) Maintenance of daily operation log sheets

(c) Any servicing or running repairs required during the operation of the Plants.

10. Weekly/Fortnightly/Monthly Servicing and Maintenance

(a) Washing and cleaning of air filters.

(b) Flushing and cleaning of strainers of water systems.

(c) Cleaning of air devices.

(d) Servicing of automatic and safety controls of the Plants.

(e) Checking of oil and other lubricant levels and changing the same when required.

(f) Adjustment and lubrication/greasing of bearings and glands.

(g) Checking of belt driven equipment and adjustment of belt tension and alignment.

(h) Checking and adjustment of all pressure and safety devices and Controls.

(i) Periodic servicing of the Plants including topping up of refrigerant.

(j) Viscosity testing of compressor oil samples once every quarter for Screw type water chillers.

(k) Changing of parts due to normal wear and tear when necessary, leak repairs of condensers and evaporators of chillers and packaged units, pressure and vacuum testing and recharging of refrigerant.

(l) Servicing/chemical washing of membrane, sand and carbon filters and softener of sand Plant. Checking and replacement or cartridge filters.

(m) Monthly chemical analysis and bacteriological culture testing of drinking water samples.

11. Annual Servicing, Maintenance and Overhauling

11.1 The Annual Servicing & Maintenance work to be carried under the supervision of a Senior Engineer to be deputed by the Contractor. Parts to be changed where necessary. Instructions given in the Manufacturer's Manuals to be followed. Record of various checks and tests to be maintained for future reference.

Immediately on shut down of the Plants for annual servicing, etc., the Contractor shall open all components of the Equipment and prepare a List of major repairs required within one week of the shutdown. The opened Equipment shall be shown to the NBP Representative to check the List of major repairs prepared by the Contractor.

11.2 Chillers 150-ton capacity. & Boiler (70 HP)

- (a) Chemical and mechanical cleaning of generators, condensers,
- (b) Servicing of pumps.
- (c) Servicing of purge unit.
- (d) Adjustment and calibration of automatic and safety controls.
- (e) Checking, cleaning and adjusting of control panel.
- (f) Cleaning of furnace.
- (g) Servicing of blower.
- (h) Complete Servicing & Maintenance work of Boiler.

(c) Servicing of purge unit.

- (d) Adjustment and calibration of automatic and safety controls.
- (e) Checking, cleaning and adjusting of control panel.
- (f) Servicing of blower.

Water Pump-Motor Sets (All).

- (a) General servicing.
- (b) Adjustment of Pullies Etc.
- (c) Greasing the Motors & Bearings etc.
- (d) Replacement of glands Dori and bearings if Required.

11.3 **Air handling Units. (All).**

- (a) Flushing and cleaning of finned surfaces and water tubes of the cooling coils.
- (b) Checking and adjustment of dampers.
- (c) Checking and adjustment of fan bearings.
- (d) Checking of belts alignment and tension and mounting bolts.
- (e) Checking of motor & Blower bearings & Greasing if Required.
- (f) Checking and servicing of control panel.

11.4 **Fans. (All).**

- (a) Cleaning of fans.
- (b) Checking and adjustment of bearings.
- (c) Checking of belts alignment and tension and mounting bolts.

11.5 **Air Filters.**

- (a) Cleaning and repair of air filters.

11.6 **Automatic Controls.**

- (a) Checking of setting and calibration of the automatic temperature, humidity and level control

11.7 Electric Motors.

- (a) General servicing.
- (b) Checking and tightening of wire connections
- (c) Checking of Earthing.
- (d) Checking and lubrication of bearings.
- (e) Checking of motor winding insulation with a meggar.

11.8 Electric Control Boards.

(a) Checking and servicing of all MCCBs, disconnect switches, fuses, contactors, starters, relays, overload cutouts and other safety devices, checking and cleaning of contact surfaces.

- (b) Tightening of wiring connections.
- (c) Checking of wiring insulation.
- (d) Checking of electric Earthing of system.

11.9 Air Distribution Systems.

(a) Cleaning of all air devices. Removal, cleaning and re-fixing of exceptionally dirty air devices.

(b) Internal cleaning of air ducts as required and directed by the NBP's Representative. Cleaning is to be programmed to ensure internal cleaning of 25% air ducts every year.

(c) Repair of exposed ducts, duct insulation, jacketing and covering.

(d) Removal and re-fixing of false ceiling tiles as required by the Contractor for carrying out his work. The Contractor shall be responsible for any damage to the false ceiling framing and tiles.

11.10 Piping Systems.

(a) Cleaning and flushing of all piping systems including chemical cleaning when required.

(b) Servicing of all valves, strainers, CFRVs, specialties, etc.

(c) Repair of insulation, jacketing and covering of all insulated piping.

11.11 Painting.

(a) Painting of all equipment, exposed ducting and piping, if the previous paint has been

NOTES:

1. In order to smooth work Contractor may change the timing, allocation, duties etc. of staff after the consultation & intimation of NBP officials.
2. The Contractor must ensure that the work of servicing and maintenance is satisfactorily and regularly completed, if necessary by extending the working

hours of his staff or by deputing more staff for the work or by working on Sundays or Public Holidays.

Attendance Register should be maintained and daily submit to NBP officials.

SECTION – 06

LIST OF PROPOSED O & M STAFF

S. NO	DESIGNATION	QUALIFICATION	EXPERIENCE	QTY
01	Chiller Operator cum Technician	Trade Certificate in Relative field	5 Years	2 Nos
02	Skilled Worker	Matriculation	5 Years	1 No
			TOTAL	03 Nos.

NOTES:

1. order to smooth Operation of Plants, Contractor may change the Shift, allocation, duties etc. of staff after the consultation & intimation of NBP officials.
2. The Contractor must ensure that the work of servicing and maintenance is satisfactorily and regularly completed, if necessary by extending the working hours of his staff or by deputing more staff for the work or by working on Sundays or Public Holidays.
Attendance Register should be maintained and daily submit to NBP officials.

S E C T I O N - 07

Financial Bid

ENGINEERING GROUP
LOGISTIC COMMUNICATION & MARKETING GROUP
NATIONAL BANK OF PAKISTAN
HEAD OFFICE KARACHI.

Dated: _____

B.O.Q

Tender of Annual Operation & Maintenance
Contract for HVAC Chillers 150 Ton Capacity and its
allied equipment's & Heating Units Boiler Etc. & Its
Allied Equipment's Installed At Regional Office
Building, Cantt Quetta.

Sr.No.	Description	Quantity	Operation & Maintenance Amount per Month.	Total Amount for 01 Year
1-	Operation & Maintenance of Air Cooled HVAC Chiller 150-ton capacity and Boiler 70 HP capacity with its Allied Equipment (All AHUs, Motors, Pumps, Valves, Piping & Ducting network Complete in all respect	Complete Job.	Rs _____	Rs. _____

(Rupees in words

_____)

Contractors Seal/Signature

For National Bank of Pakistan

SECTION - 08 (a)

ANEXURES

FORM OF CONTRACT AGREEMENT

This Agreement is made at **NBP** on this [] day of _____ **202**

By and Between

National Bank of Pakistan a banking company incorporated and existing under the laws of Islamic Republic of Pakistan having its registered office at NBP Building, I.I. Chundrigar Road, Karachi (Hereinafter referred to as "**NBP**") (which term wherever the context so requires shall include its successors-in-interest, administrators and permitted assigns)

A N D

M/s. _____, a company incorporated and registered under the laws of Islamic Republic of Pakistan, having its registered office at _____, through its authorized representative **Mr.** _____ **s/o Mr** _____ duly authorized vide BOD Resolution dated [*Please mention*] (Hereinafter referred to as "**Service Provider**") (which term wherever the context so require shall include its successors-in-interest, administrators and permitted assigns).

("NBP" and "**Service Provider**" are hereinafter individually referred to as the "**Party**" and collectively as "**Parties**")

WHEREAS

- A. NBP is the owner of Machinery & Equipment (more fully described in **Schedule "A"** hereto and hereinafter referred to as "ME").
- B. NBP requires the services of a reputable Company on a non-exclusive basis for entrusting the task of maintenance of ME (as more fully described in **Schedule 'B'** hereto hereinafter "Services").

AND WHEREAS

- C. The Service Provider represents that it is in the business of and has considerable expertise and experience in provided the said Services and having sufficient resources including but not limited to technical expertise, licenses, authorizations and skilled, hardworking, professional staff for ensuring uninterrupted and efficient provision of the Services on the terms and conditions set out herein.
- D. Relying on the representations made by the Service Provider, NBP has agreed to enter into this agreement with the Service Provider in respect of the Services on the terms and conditions set out herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDING, THE PARTIES
HEREBY AGREED AS FOLLOWS:**

1. Rules of interpretation:

1.1 In this Agreement, unless there is something in the subject or content inconsistent with such construction or unless it is otherwise expressly provided:

(a) any reference to any statute, regulation, ordinance or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(b) any reference to the singular includes the plural and vice

(c) any reference to a Clause, Article or a Schedule is to a clause or schedule to this Agreement; a Part or Paragraph is to a part or paragraph of a Schedule to this Agreement; and an Exhibit is to an exhibit to this Agreement;

(d) the contents page and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement;

(e) the expression including and includes shall be construed as includes, without limitation or including, without limitation

(f) If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on the day, which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.

1.2 The Recitals to this Agreement shall have effect and be construed as an integral part of this Agreement, but in the event of any conflict or discrepancy between any of the provisions of this Agreement and the Recitals, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Agreement, be resolved by giving the provisions contained in this Agreement priority and precedence over the provisions contained in the Recitals to this Agreement.

1.3 The table of contents, headings and sub-headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

2. SCOPE OF WORK

In consideration of Services to be provided by the Service Provider to NBP within such time frames and at such locations/ offices of NBP as envisaged in **Schedule "C"** hereto, NBP hereby covenants with the Service Provider to make payments against such Services as per rates envisaged in **Schedule "D"** hereto.

3. PERIOD

This Agreement shall be valid for a term of **One** year from _____ to _____ unless otherwise terminated earlier by either party as hereunder or renewed at the discretion of the Parties for any further period(s) subject to meeting legal requirements as per applicable laws.

4. PAYMENTS & TAXES

NBP hereby covenants to pay to the Service Provider, in consideration of the provision of the said Services the sum or sums as may become payable under the provisions of this Agreement at the times and in the manner as detailed out in **Schedule "D"** hereto.

Except where it is shown by the Service Provider to the satisfaction of NBP that under the Income Tax Ordinance, 2001 or any other applicable law for the time being in force (by whatever nomenclature called) no tax or other sum is deductible at source from payments to be made by NBP to the Service Provider hereunder, NBP shall be entitled to withhold from the amount of any such payment the appropriate percentage thereof as may be required by the Income Tax Ordinance, 2001 or any other law for the time being in force or which may be enforced subsequently and to pay the amount so withheld to the Authorities concerned, and if required or requested, to provide to the Service Provider a certificate to the said effect.

PROVIDED that NBP shall not be bound to make any payment(s) to the Service Provider in respect of partial performance of Services and/or sub-standard services for which NBP shall be the sole judge and decision of NBP shall be conclusive and binding on the Service Provider.

5. REPRESENTATION OF PARTIES

Parties warrant to each other that they have duly obtained all necessary consents, statutory and regulatory approvals from the respective competent authorities to enter into this Agreement. Each

Party represents and warrants to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its charter/constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a Party or by which it is bound; (c) any material statute, law, decree, regulation or order of any government authority and/or Quasi-Judicial Authority, Regulatory body etc.

6. RESPONSIBILITIES OF THE SERVICE PROVIDER:

The Service Provider shall:

- i. Provide the Services in an efficient, competent and organized manner without any delays and inconvenience to NBP.
- ii. Abide by the instructions issued by NBP from time to time for provision of the Services.
- iii. Comply with best practices, all applicable laws, rules and regulations and business ethics, Standard Operating Procedures in respect of providing the Services to NBP and shall use best endeavors to lawfully perform its obligations under the Agreement without in any way infringing any right(s) of any person / entity etc.
- iv. Not do, nor represent itself as having the authority to do, any of the following: -

- a) Make any agreements with any persons or entities on behalf of the NBP, unless specifically authorized to do so in writing by NBP.
- b) Hold it out as a representative of NBP for any matter or for any purpose, other than as specifically authorized by the Agreement unless agreed to in writing by NBP.
- c) Issue, utter, write or otherwise make any presentation, statement, promise or warranty in any advertising or promotional material with respect to NBP or its businesses etc. without NBP's prior written approval

7. RESPONSIBILITIES OF NBP:

NBP on best effort basis shall provide unhindered access to the Service Provider for the furtherance of the objects of this agreement provided however, NBP may monitor such works through its own staff/resources.

8. NBP's RIGHTS

NBP reserves the right to change the locations provided in Schedule [] hereto with reasonable prior notice to the Service Provider.

9. CONFIDENTIALITY

Each Party acknowledges and agrees that the confidential information received by it from the other Party shall be kept strictly confidential and shall not be disclosed or revealed to any other person other than those employees of such party who needs to know the confidential information for the purpose of performing their respective obligations under this Agreement and such employees shall take appropriate steps to keep secrets all information provided to them. The obligations of the Service Provider under this clause shall remain valid and in full force even after termination of this Agreement without any limit in point in time. For the purposes of this clause the confidential information shall include but not limited to the information pertaining to the business, management, directors, staff, account holders/customers, processes and operations of NBP as well as any and all information relating to any of the affiliates and/or subsidiaries of NBP etc.

10. FORCE MAJEURE

No delay or failure in performance by either party shall constitute default hereunder or give rise to any claim for damages if, and to the extent, such delay or failure is caused by force majeure. Force Majeure is an occurrence **(a)**. Beyond the control and without the fault or negligence of the Party affected and **(b)**. which such Party is unable to prevent or provoke against by the exercise of reasonable diligence including acts of God or the public enemy, expropriation or confiscation of facilities, changes in applicable law, war, acts of terrorism, rebellion, civil disturbances, sabotage, riots, floods, or unusually severe weather; fire, explosions, or other catastrophes; strikes or any other concentrated acts of workers; or other similar occurrences.

Both parties agree that if either party is delayed in performance of any obligation set out herein due to force majeure, the affected Party shall promptly notify the other Party.

The affected Party shall use all reasonable efforts to mitigate the effects of a force majeure event forthwith and without delay.

11. DISPUTE RESOLUTION

The Parties will attempt in good faith to resolve any controversy or claim through their senior management. That any dispute arising out of this Agreement shall be finally settled by panel of two arbitrators. Each of the parties hereto shall select one arbitrator each and the two arbitrators shall appoint an umpire. The award of the arbitrators shall be binding on the parties. The venue of arbitration shall be at Karachi and the proceedings shall be governed by the Arbitration Act 1940. Each Party shall bear its own Arbitration cost.

12. NOTICE

That any notice, demand, request or communication required or to be given under the Agreement shall be in writing. Such notice shall be considered sufficiently given when it is **(a)**. Dispatched through a reputable courier service company for delivery at the addressed to the appropriate party at the address shown on the first page of the Agreement or to such other address as may be designated in writing by such party from time to time or **(b)**. is by confirmed facsimile number as may be designated in writing by such party from time to time.

13. SUB-CONTRACT & ASSIGNMENT

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

14. COMPLIANCE WITH ANTI-BRIBERY LAWS

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

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Pakistan and each party hereto submits to the non-exclusive jurisdiction of the Courts at Karachi as regards any claim(s) or matter(s) arising under this Agreement.

16. ENTIRE AGREEMENT

This Agreement and its Schedules / Annexures constitute the entire understanding between the parties hereto and there are no other conditions, understandings or Agreement or obligations oral or written other than those contained in this Agreement.

17. SEVERABILITY & AMENDMENT

If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable and/or the said provision is found to be in contravention of any applicable law for the time being enforce, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force and the invalid provision will subsequently be declared to be severed from the Agreement. If such invalidity or unlawfulness becomes known or apparent to either Party, then the Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.

Any variation, amendment or cancellation in this agreement shall only be made if it is agreed with the mutual consent of the parties hereto in writing.

18. INDEMNITY

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

19. TERMINATION

Either Party shall have the right to terminate this Agreement without assigning any reason with prior notice of one (01) month's in writing to the other Party and upon expiry of the notice period this Agreement shall stand terminated.

If this agreement is terminated in terms of this clause, both the Parties to this Agreement are agreed as follow:

- i) NBP shall make all payments after calculations at their end which shall then be due to the Service Provider under this agreement up to the date of expiry of the said one month's notice period, which shall be the termination of this agreement.
- ii) The Service provider shall not be entitled to any right of what so ever nature to raise any demand or claim damages against NBP for terminating this agreement.
- iii) **NON-EXCLUSIVITY**
Nothing in this Agreement shall preclude either party from dealing with other parties on identical or similar purpose and subject matters to that covered in this Agreement.
- iv) **COUNTER PARTS**
This Agreement is being executed in two (02) counterparts, each of which shall be deemed as original and one of each shall be retained by each Party. The two (02) originals so executed shall, however shall constitute one and the same Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY,
MONTH AND YEAR FIRST ABOVE WRITTEN.

[Signature]

[Signature]

FOR & ON BEHALF National Bank of Pakistan FOR & ON BEHALF OF _____

(NBP)

THE SERVICE PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witnesses:

01. [Signature]

02. [Signature]

Name: _____

Name: _____

CNIC: _____

CNIC: _____

Address: _____

Address: _____

SCHEDULE "A"
DETAILS OF LOCATION FOR O & M
SERVICES

S.NO	DESCRIPTION	QTY
01	NBP Regional Office Building Quetta Cantt.	ALL FLOORS (COMPLETE BUILDING)

SCHEDULE "B"
DETAILS OF SERVICES REQUIRED

Annual Operation & Maintenance Contract for HVAC Chillers 150 Ton Capacity and its allied equipment's & Heating Units Boiler Etc. & Its Allied Equipment's Installed At Regional Office Building, Cantt Quetta.

SCHEDULE "C"
DETAILS OF LOCATIONS

Regional Office Building, Cantt Quetta.

SCHEDULE "D"
DETAILS OF PAYMENTS

Rs _____ (Rupees/-)

Per month including all Taxes and over time when ever required.

SECTION – 08 (b)

ANEXURES

(B) FORM OF PERFORMANCE GUARANTEE

Date of Issue

Date of Expiry

Contract Amount

Amount of Performance Guarantee

TITS Guarantee is executed at ----- on tith -----day of -----

by -----(name)-----having its registered Office at -----(full address) -----

(Hereinafter called the "Surety" which expression shall include its successors-in-interest and permitted assigns) and----- (name) -----whose registered Office

is at -----(full address) -----(hereinafter called the "Contractor" which expression shall include its successors-in-interest and permitted assigns) in favor of ----- (name and address) ----- (hereinafter called the "NBP" which expression shall include its successors-in-interest and permitted assigns).

WHEREAS the Contractor by an Agreement which shall be signed between the NBP of the one part and the Contractor of the other part (hereinafter called the "contract") has agreed to carry out operation, maintenance, servicing and overhauling of certain Plants and Equipment viz.----- (hereinafter called the "works") in conformity with the provisions of the said contract.

AND WHEREAS one of the conditions of entering into Contract/Agreement is that the Contractor shall provide to the NBP a Performance Guarantee in the sum of Rs. --
----- (Rupees -----
----- only) for due fulfillment of the Contract.

AND WHEREAS, the Surety has agreed to give to the NBP tith Performance Guarantee on the terms and conditions mentioned hereinafter.

NOW THEREFORE, TITS GUARANTEE WITNESSETH AS UNDER:

1. That the Contractor shall duly perform and observe all the terms, provisions, conditions, stipulations and its obligations contained in the contract according to the true purport, intent and meaning thereof or as may be determined by the NBP who shall be the Sole Judge in the matter.

2. In the event of default being committed by the Contractor of which the NBP shall be the sole exclusive judge, the Surety shall satisfy and discharge within seven days after demand of all the damages sustained by the NBP on account of the default of the Contractor, as may be solely and exclusively determined by the NBP, without any reference of any nature whatsoever to the Contractor and without any question. Whatsoever and whether or not the Contractor disputes its liability in respect thereof.

3. That the liability of the Surety under its Performance Guarantee shall be up to the amount of Rs. -----(Rupees -----

only) & Valid till

and tits Guarantee shall become null and void if the Contractor has carried out the works and also performed its obligations strictly in accordance with the contract to the full satisfaction of the NBP, who will be the sole and exclusive judge to determine whether or not the Contractor has carried out the works and fulfilled its obligations in accordance with the contract.

4. That the liability of the Surety shall not be discharged until such time that a release has been granted to the Surety in writing under the signature & seal/stamp of the NBP.

5. No alteration in the terms of the said contract made by agreement between the NBP and the Contractor or in the extent or nature of the works to be executed thereunder and no allowance of time by the NBP or the NBP under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said contract on the part of the NBP or the NBP shall in any way release the Surety from any liability under tits Guarantee.

6. That the payment under tits Guarantee shall be made by the Surety in the name of the NBP and a receipt issued by the NBP shall discharge the Surety from its liability to the NBP under tits Guarantee.

7. That any notice or demand under its Guarantee may be made by the NBP and may be left at the Surety's address appearing in the recital and not otherwise.

Any extension in the expiry/validity dated of this bank guarantee shall be valid only if prior intimation is received by the surety from the NBP One month prior to the expiry/validity date.

8. Tits Guarantee shall remain in force up to ----- for the amount of Rs. -----
(Rupees-----only).

IN WITNESS WHEREOF the Surety and the Contractor have signed and sealed tits
Guarantee on the day the month and the year mentioned above.

Signed, sealed and executed
by -----

Signed, sealed and executed
by-----

for and on behalf of

(Surety)

for and on behalf of

(Contractor)

CNIC/SNIC NO. _____ NTN NO.

in the presence of

(Name and designation)

in the presence of

(Name and designation)

Note:

**THE SURETY FOR PERFORMANCE GUARANTEE WILL BE ANY SCHEDULED
BANK OF PAKISTAN of 10% AMOUNT OF TOTAL BID AMOUNT.**

