



NATIONAL BANK OF PAKISTAN

TICKET NO.80192

**CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT
CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT
NBP AREA AUDIT OFFICE. ALLAMA IQBAL TOWN. LAHORE**

**BIDDING AND CONTRACT DOCUMENTS
(SINGLE STAGE ONE ENVELOPE PROCEDURE)
(NATIONAL COMPETITIVE BIDDING)
SUBMISSION IN SOFT FORM ONLY THROUGH EPAD**

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

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



TABLE OF CONTENTS

PAGE NO:

SECTION	I	INVITATION FOR BIDS	01
SECTION	II	INSTRUCTIONS TO BIDDERS	03
SUB SECTION	A.	INTRODUCTION	04
	ITB.1	Scope of Bid	04
	ITB.2	Sources of Funds	04
	ITB.3	Eligible Bidders	04
	ITB.4	One Bid per Bidder	05
	ITB.5	Cost of Bidding	05
	ITB.6	Authorized Representative(s) of the Bidder	05
	ITB.7	Site Visit	05
	ITB.8	Sub-Contracting	05
	ITB.9	Bid Opening Procedure	05
SUB SECTION	B.	BIDDING DOCUMENTS	06
	ITB.10	Contents of Bidding Documents	06
	ITB.11	Clarification of Bidding Documents & Pre-Bid Meeting	06
	ITB.12	Amendment of Bidding Documents	07
SUB SECTION	C.	PREPARATION OF BIDS	08
	ITB.13	Language of Bid	08
	ITB.14	Documents and Samples constituting / comprising the Bid	08
	ITB.15	Sufficiency of Bid	08
	ITB.16	Documents establishing Bidder's Eligibility and Qualifications	08
	ITB.17	Form of Bid	09
	ITB.18	Bid Prices	09
	ITB.19	Currencies of Bid and Payments	09
	ITB.20	Bid Validity Period	09
	ITB.21	Bid Security	10
	ITB.22	Alternate Bids by the Bidder	10
	ITB.23	Format and Signing of Bid	10
SUB SECTION	D.	SUBMISSION OF BIDS	11
	ITB.24	Sealing and Marking of Bids	11
	ITB.25	Deadline for Submission of Bids	11
	ITB.26	Late Bids	11
	ITB.27	Withdrawal, Substitution and Modification of Bids	11
SUB SECTION	E.	BID OPENING AND EVALUATION	12
	ITB.28	Opening of Bids	12
	ITB.29	Confidentiality	12
	ITB.30	Clarifications of Bids	13
	ITB.31	Preliminary Examination of the Bids	13
	ITB.32	Correction of Errors	14
	ITB.33	Examination Of Terms and Condition	15
	ITB.33	Evaluation and Comparison of Bids	15
	ITB.34	Determination of Most advantageous Bid	15
	ITB.35	Post qualification of Abnormally Low Financial Proposal (ALFP)	15
	ITB.36	Posting of Bid Evaluation Reports	16



TABLE OF CONTENTS			PAGE NO:
	F.	AWARD OF CONTRACT	17
	ITB.37	Criteria of Award	17
	ITB.38	NBP's right to reject all Bids	17
	ITB.39	NBP's right to vary Quantities at the time of Award	17
	ITB.40	Notification of Award (Letter of Acceptance)	17
	ITB.41	Performance Security (Guarantee)	17
	ITB.42	Disqualification prior to Contract Signing	18
	ITB.43	Singing of Contract Agreement	18
	ITB.44	Advance Payment	18
	ITB.45	Arbitrator	18
	ITB.46	Integrity Pact	18
	ITB.47	Overriding Effect of PPR-2004	18
	G.	CODE OF CONDUCT AND MECHANISM OF BLACKLISTING	19
	ITB.48	Code of Conduct	19
	ITB.49	Mechanism of Blacklisting	19
SUB SECTION	H.	GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM	21
	ITB.50	Grievance Redressal	21
	ITB.51	Complaint Review Mechanism	21
SECTION	III	BID DATA SHEET (BDS)	22
SUB SECTION	A.	INTRODUCTION	23
SUB SECTION	B.	BIDDING DOCUMENTS	23
SUB SECTION	C.	PREPARATION OF BIDS	24
SUB SECTION	D.	SUBMISSION OF BIDS	24
SUB SECTION	E.	BID OPENING AND EVALUATION	24
SUB SECTION	F.	AWARD OF CONTRACT	24
SECTION	IV	APPENDICES TO BID	26
	APPENDIX-A	SCOPE OF SERVICES (SOS)	27
	APPENDIX-B	LIST OF MACHINES, EQUIPMENT AND SYSTEMS	35
	APPENDIX-C	PROPOSED MANGEMENT PLAN (pmp) TO PERFORM SERVICES	36
	APPENDIX -D	SCHDULE OF PRICES	37
SECTION	V	STANDARD FORMS OF BID	38
	Form-B1	Form of Authorization for Bidder's Representative	39
	Form-B2	Form of Bid	40
	Form-B3	Form of Bid Security (Bank Guarantee)	42
	Form-B4	Form of Undertaking	44
SECTION	VIII	GENERAL CONDITIONS OF CONTRACT (GCC)	46
SUB SECTION	A.	Gernal Provision	47
	GCC.1	Definitions	47
	GCC.2	Application and Interpretation	49



	GCC.3	Conditions Precedent	49
	GCC.4	Governing Language	49
	GCC.5	Applicable Law	50
	GCC.6	Effective Date and Term of Contract	50
	GCC.7	Relationships of the Parties	50
	GCC.9	REPESANTATIVES	50
	GCC.10	NOTICES	51
	GCC.11	INDEPENDENT SERVICES PROVIDER STATUS	51
	GCC.12	FORCE MAJEURE	51
	GCC.13	INTERGRITY PACT	51
	GCC.14	AMENDMENT	52
	GCC.15	NO WAIVER	52
	GCC.16	MISCELLANEOUS PROVISIONS	52
SUB SECTION	B.	OBLIGATIONS OF THE SERVICE PROVIDER	53
	GCC.17	Scope of Services	53
	GCC.18	Service Schedule	53
	GCC.19	Standards for Performance of the Services	53
	GCC.20	Quality Control	54
	GCC.21	HEVC Staff Standard	54
	GCC.22	Services tools, material and equipment	55
	GCC.23	Access to Office , HAVC CHILLER PLANT & HAVC Machine Room	55
	GCC.24	Compliance	55
	GCC.25	Compliance with all the Regulatory Requirements	56
	GCC.26	Operation and Maintenance Records and Reports	56
	GCC.27	No Liens or Encumbrances	57
	GCC.28	Emergency Action and Prompt Intimation to NBP	57
	GCC.29	Action in Extraordinary Circumstance	57
	GCC.30	Meetings	57
	GCC.31	Performance Security (Guarantee)	58
	GCC.32	Submission of Bills	58
	GCC.33	Limitations of Service Provider	58
	GCC.34	Execution of Documents	58
^	C.	OBLIGATIONS OF NBP	60
	GCC.26	Access and availability of Premises	60
	GCC.28	HAVC Staff	60
	GCC.29	Performance / Completion Certificate	61
	GCC.30	Payment of Monthly Bills	61
SUB SECTION	D.	PAYMENTS TO THE SERVICE PROVIDER	62
	GCC.46	Payment	62
	GCC.47	Monthly Fee	62
	GCC.48	Annual Fee	62
	GCC.49	Contract Price	62
	GCC.50	Currency of Payments	62
	GCC.51	Taxes and Duties	62
	GCC.52	Terms and Conditions of Payments	62
	GCC.53	Procedure of Verifying Payments	64
	GCC.53	Annual HVAC Availability	64
SUB SECTION	GCC.54	Liquidated Damages and Deductions	64



GCC.55	Procedures Manual	66
GCC.56	Annual Inspection/Maintenance Plan	66
GCC.57	Operating Data and Record	66
GCC.58	Accounts and Reports	66
GCC.63	Termination for Convenience	68
GCC.45	Premises Condition at end of term	69
GCC.65	Payment upon Termination	69

TABLE OF CONTENTS

PAGE NO:

SUB SECTION	E.	TERMINATION OF CONTRACT	68
	GCC.59	Term	68
	GCC.60	Termination for Default	68
	GCC.61	Termination for Force Majure	69
	GCC.62	Termination for Bankruptcy or Insolvency	69
	GCC.63	Termination for Convenience	69
	GCC.64	HAVC and its allied Equipment including HVAC Machine Room at end of term.	69
SUB SECTION	GCC.65	Payment upon Termination	69
	F.	INDEMNIFICATION AND LIABILITIES	70
	GCC.66	Indemnification by Service Provider	70
	GCC.67	Indemnification by NBP	70
	GCC.68	Environmental Liabilities	71
	GCC.69	First Aid Facilities	71
	GCC.70	Utilities Provisions	71
	GCC.71	Furniture and Fixtures	72
	GCC.72	Limitations of Liabilities	72
SUB SECTION	G.	CONFIDENTIALITY	73
	GCC.73	Service Provider	73
	GCC.74	NBP	73
	GCC.75	Exceptions	73
	GCC.76	Required Disclosure	73
SUB SECTION	H.	RESOLUTION OF DISPUTES AND ARBITRATION	74
	GCC.77	Resolution through Discussions	74
	GCC.56	Arbitration	74
	GCC.57	Continued Performance	74
SUB SECTION	I.	CODE OF CONDUCT AND MECHANISM OF BLACKLISTING	75
	GCC.58	Code of Conduct	75
	GCC.59	Mechanism of Blacklisting	75
SECTION	VII	SPECIAL CONDITIONS OF CONTRACT (SCC)	77
SUB SECTION	A.	GENERAL PROVISIONS	78
SUB SECTION	G.	CONFIDENTIALITY	79
SUB SECTION	H.	RESOLUTION AND DISPUTES	79
SECTION	X	REQUIREMENTS/ EVALUATION CRITERIA	80
SECTION	XI	FORMS OF CONTRACT	84
		Form of Performance Security	85
Form-C1		Form of Contract Agreement	87
Form-C2		Form of Integrity Pact (For Contract Value above Rs.10 M)	89



SECTION-I INVITATION FOR BIDS

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

NATIONAL BANK OF PAKISTAN

INVITATION FOR BIDS

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT
CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS
INSTALLED AT NBP AREA AUDIT OFFICE,
ALLAMA IQBAL TOWN, LAHORE
(Contract Duration: Three Years)

National Bank of Pakistan, a leading commercial bank of the country invites sealed bids from experienced companies/firms for aforesaid services. The interested bidder who comply with eligibility criteria as mentioned in bidding documents participate in bidding process.

1. A bidder should have a valid registration in **Pakistan Engineering Council** in financial category **C-6** or above alongwith ME-01 specialties on bidding data.
2. Only firms who has completed two operation & maintenance contract of similar nature of works during last five years are eligible to bid.
3. Affidavit that the firm has not been blacklisted in past by Govt. / Semi Govt. / Private Organizations.
4. An active status on FBR active tax payer list.
5. An active status on provisional active tax payer list.

Bidding documents, containing detailed terms and conditions etc. are available electronically and can be download from EPADS-PPRA website <https://eprocure.gov.pk> free of cost. Bids should be submitted with documentary proof of Eligibility Criteria as mentioned in Bidding Document, electronically only through EPADS. Manual submission of bids is not allowed. All interested bidders must register themselves at EPADS at: <https://eprocure.gov.pk/#/supplier/registration>. For registration and training on EPADS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA officials on Contact number 051-111-137-237, 051-9205728.

The bids prepared in accordance with the instructions in the bidding documents, must be submitted on EPADS by April 18, 2024, 11:30 AM. Bids will be opened on the same day at 12.00 PM.

Note: Original Bid Security MUST BE submitted to the undersigned office before the online submission Deadline of the bid

WING HEAD (CENTRAL)
NBP, ENGG: WING (CENTRAL),
RHQ BUILDING, 26-MCLAGON ROAD, LAHORE
PH. 042-99210641

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FOR THE BIDDER

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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

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FOR THE BIDDER

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A - INTRODUCTION

ITB.1 Scope of Bid

The Employer as defined in the Bid Data Sheet; hereinafter referred to as “**BDS**” invites Bids for the Services specified in the BDS and consolidated details given in Appendix-A to Bid - Scope of Services; of Section IV – Appendices to Bid; hereinafter referred to as the “**Services**”.

Bidders must quote for the complete Scope of the Services. Any Bid not covering complete Scope of the Services will be declared as “**Non-Responsive**” and will be “**Rejected**” readily.

In pursuant to Sub Clause ITB.1.1, the successful bidder; i.e.; the “**Most Advantageous Bidder**”; to be declared in accordance to Clause ITB.33 will be expected to perform the Services for the Contract Period of three (03) years.

ITB.2 Sources of Funds

2.1 The Employer has arranged funds from its own resources.

ITB.3 Eligible Bidders

A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Services. However, any combination of them is not allowed.

The Invitation for Bids is open to all prospective bidders, subject to any provisions of registration, incorporation or licensing by the respective national or provincial incorporating agency or statutory body established for that particular trade or business.

Bidder should have an active status on FBR Active Taxpayer List & respective Provincial Revenue Board as specified in BDS, on the date of bid submission.

Firms/Contractor having Valid License /Certificate of Pakistan Engineering Council O6/C6 or above (Specialized in ME-01)

The bidder shall have completed minimum two annual Contracts of similar nature, costing not less than **Rs. 2.0 Million** during last **three Years**. (Copy of Satisfactory Contract Completion Certificate to be furnished)

The companies/firms shall not have been blacklisted or debar in the past by any Organization / Department for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practice and in the same context shall submit an Affidavit on judicial stamp paper of worth **Rs.500/-**

A Bidder may be ineligible if he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB.3.3, 3.4 and 3.5 respectively for verification as per Notice regarding Invitation for Bids.

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
- b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.
- c) have controlling shareholders in common; or
- d) receive or have received any direct or indirect subsidy from any of them; or
- e) have the same legal representative for purposes of this Bid; or
- f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence

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FOR THE BIDDER

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the decisions of the Employer regarding this Bidding process; or

g) Submit more than one Bid in this Bidding process.

Bidders shall provide to the Employer, evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.

Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as Employer shall reasonably desire.

ITB.4 One Bid per Bidder

Each bidder shall submit only one bid.

A bidder who submits or participates in more than one bid will be disqualified.

ITB.5 Cost of Bidding

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

ITB.6 Authorized Representative(s) of the Bidder

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

ITB.7 Site Visit

The bidders are advised to visit and examine the “Premises” and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Services. All cost in this respect shall be at the bidder’s own expense.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

ITB.8 Sub-Contracting

8.1 Sub-Contracting is not allowed.

ITB.9 Bid Opening Procedure

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

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B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

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

- a) Section I Invitation for Bids.
- b) Section II Instructions to Bidders (ITB)
- c) Section III Bid Data Sheet (BDS)
- d) Section IV Appendices to Bid (Including the following)
 - A-Scope of Services,
 - B-Schedule of Prices /Bill of Quantities (BOQ)
- e) Section V Standard Forms of Bid
 - Form-B1: Form of Bid
 - Form-B2: Form of Bid Security
(Applicable if Bid Security is submitted in a form of Bank Guarantee)
- f) Section VI General Conditions of Contract (GCC)
- g) Section VII Special Conditions of Contract (SCC)
- h) Section VIII Forms of Contract
 - Form-C1: Form of Contract Agreement
 - Form-C2: Form of Performance Security
 - Form-C3: Form of Integrity Pact (if Contract value/cost is more than Rs.10.0 M)

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

The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer or the signed PDF version of complete bidding documents downloaded from the Employer's Website.

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

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

Any prospective bidder requiring any clarification(s) may notify the Employer in writing at the given address and by one of the means as indicated in the BDS. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing or in electronic form to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Sub Clause ITB.26.1.

Copies of the Employer's response will be forwarded to all identified prospective bidders, through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the Employer's Website, the response of all such queries will also be available on the same link available at the website.

If a Pre Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for Invitation for bids or in BDS. The Bidder's designated representative is invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements, Eligibility Criteria or any other aspects of the bidding documents.

In pursuant to Sub Clause ITB.11.3; if a pre bid is held; the prospective bidders are encouraged to send their clarifications to the given address and by one of the means as indicated in the BDS; subject to Sub Clause ITB.11.1; not later than one (01) day prior to the date of such pre bid meeting; so as to allow the Employer sufficient time to address the queries.

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f the prospective bidders properly and effectively during the meeting; if possible.

Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause GCC.11.3, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all the identified Bidders.

6 Any modifications to the Bidding Documents listed in Sub Clause ITB 10.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.12. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: <http://ppra.org.pk>.

ITB.12 Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder or resulted due to discussions made during the pre-Bid meeting, modify the Bidding Documents by issuing addendum. Such amendments shall take precedence over the existing bidding documents.

Any addendum thus issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to Sub Clause ITB.12.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Employer. The Employer shall promptly publish the Addendum at its Website: <http://www.nbp.com.pk>.

Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.

The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.

To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for the submission of Bids, consistent with the provisions under Rule 27 of PPR-2004.

Provided that the Employer shall extend the deadline for submission of Bid, if such an addendum is issued within last number of days (as specified in the BDS) prior to the Bid submission deadline.



C – PREPARATION OF BIDS

ITB.13 Language of Bid

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

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

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

14.2

- a) A Written confirmation (Power of Attorney/Authorization Letter) authorizing the Signatory of the Bid for and on behalf of the Bidder, containing following information must accompany the Bid:
 - i) The Name, Designation/Title in the Firm/Company etc. CNIC No., Email address and Contact No. of the Principal (a person; having a legal right/authority to act for and on behalf of the bidder or to issue such Power of Attorney/Authorization letter;) must be mentioned on the Power of Attorney/Authorization Letter;
 - ii) The Power of Attorney/Authorization Letter should be provided on bidder's letterhead;
 - iii) The Power of Attorney/Authorization Letter shall be in original with original signatures (scanned copies shall be acceptable);
 - iv) The Power of Attorney/Authorization Letter shall bear the Name, Specimen Signature and Specimen Initial of the Signatory of the Bid as well as his Designation/Title in the Firm/Company etc., CNIC No., Email address and Contact No;
 - v) However; if the Principal is the Signatory of the bid; no such authorization would be required;
- b) Documentary proof of the Principal establishing his legal rights/authority to act for and on behalf of the bidder.
- c) Form of Bid in pursuant to Clause ITB.18;
- d) Bid Security or Bank Guarantee in pursuant to Clause ITB.22;
- e) Completed Schedule of Prices / Bill of Quantities (BOQ) in pursuant to Clause ITB.19
- f) The completed Bidding Documents in pursuant to Clause ITB.24.
- g) Any other document/information; bidder feels mandatory to establish the works conformity to the bidding documents.

ITB.15 Sufficiency of Bid

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

The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

ITB.16 Documents Establishing Bidder's Eligibility and Qualifications

16.1 It is established that Bidder's Eligibility and Qualification as stipulated in Invitation for Bids & Bidding Document must be full filled by the bidder

ITB.17 Documents Establishing Works' Conformity to Bidding Documents

The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of

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(Duly signed & stamped by the Authorized Representative)

For literature, drawings and data and the bidder may furnish such documentation; if he desires so.
The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the bidding documents are intended to be descriptive only and not restrictive.

ITB.18 Form of Bid

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

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

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

ITB.19 Bid Prices

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

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

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

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

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

ITB.20 Currencies of Bid and Payments

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

ITB.21 Bid Validity Period

Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.

Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.

Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Clause ITB.22 in all respects.

Bidders do not agree to an extension of their bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid Security.



ITB.22 Bid Security

The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; the amount and currency as specified in the BDS in any of the following forms: (Bidder shall furnish as part of its Bid, a Bid Security in Original Bid Security instrument MUST BE submitted to the office of under signed before online submission deadline of the bid.

- a) A Payment Order/Demand Draft/CDR
- b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section IV (Standard Forms of Bid) or any other amended format duly approved by the Employer prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.21.3. In either case, the form must include the complete name of the Bidder;

The Bid Security shall be payable promptly upon written demand by the employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.

Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non- responsive, pursuant to Clause ITB 32.

Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to Clause ITB.21. The Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

- a) the expiry of the Bid Security;
- b) the entry into force of a procurement contract and the provision of a performance security, for the performance of the contract if such a performance security, is required in the Bidding documents;
- c) the rejection by the Employer of all Bids;
- d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.

The most advantageous Bidder's Bid Security will be discharged within number of days as mentioned in the BDS after the signing of the contract by the bidder pursuant to Clause ITB.44; or furnishing the performance security (if required); in pursuant to Clause ITB.42.

The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity; or
- b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause ITB33.2 hereof;
- c) In the case of a most advantageous bidder, if he fails to:
 - i) Furnish the required Performance Security in accordance with Clause ITB.42.1, or
 - ii) Sign the Agreement, in accordance with Clause ITB.44

In any event as specified in Sub Clause ITB.22.6, the Employer at his sole discretion may award works to second most advantageous bid.

ITB.23 Alternative Bids by the Bidder

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

ITB.24 Format and Signing of Bid

Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid

Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the bid.



D – SUBMISSION OF BID

ITB.25 SUBMISSION OF BID

The bidder shall submit electronic bids as per the requirements of e-procurement systems EPADS.
Deadline for Submission of Bids and for opening of bids, as given in the advertisement shall be the same.
Bids shall be opened 30 minutes after the submission time

ITB.26 SEALING AND MARKETING OF BIDS

26.1 The bidder shall submit electronic bids as per the requirements of e-procurement systems EPADS.

ITB.27 Deadline for Submission of Bids

The bidder shall submit electronic bids as per the requirements of e-procurement systems EPADS.
Date for opening of bids and the last date for the submission of the bids, as given in the advertisement shall be the same. Bids shall be opened 30 minutes after the submission time.
The National Bank of Pakistan may, at its discretion and as per PPRA Rules, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with in which case all rights and obligations of the National Bank of Pakistan and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

ITB.28 Late Bids

28.1 Any Bid received by the National Bank of Pakistan after the deadline for submission of Bids prescribed by the National Bank of Pakistan will be rejected.

ITB.29 Withdrawal, Substitution and Modification of Bids

The bidder may modify or withdraw its bid after submission through EPADS prior to the deadline prescribed for bid submission
Revision of bid may be submitted electronically through EPADS after withdrawal of original bid before the deadline of submission of bid
No bid may be modified after the deadline of submission of bids.
No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB. Withdrawal of a bid during this interval may result in the forfeiture of the bidder's bid security.
No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security, pursuant to Sub Clause ITB.22.6 (a).



E – BID OPENING AND EVALUATION

ITB.30 Opening of Bids

NBP shall open electronically through EPADS all proposals excluding withdrawals in public, in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.

The procuring agency shall evaluate the Eligibility Criteria first, and reject any proposal which does not conform to the specified requirements.

During the evaluation no amendments in the proposal shall be permitted.

After the evaluation and checking the proposal the procuring agency, shall at a time within the bid validity period publicly open the financial proposals electronically through EPADS of eligible bid only.

Financial proposals shall be opened one by one at a time. The following details shall be read out:

- a) Yearly Amount
- b) Total Bid Amount for 03 Years.

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

Any effort by a Bidder to influence the National Bank of Pakistan processing of Bids or award decisions may result in the rejection of its Bid

Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the National Bank of Pakistan on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

30.10 Clarification of Bids to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the National Bank of Pakistan may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the National Bank of Pakistan shall not be considered.

ITB.30 Confidentiality

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

The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Employer's prior written consent.

In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, the Employer may reject its bid and/or terminate the contract.

Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Notwithstanding, Clause ITB 30.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

ITB.31 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.

The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of clarifications being sought with reference to the Eligibility or Evaluation Criteria, the Employer will be the sole judge to ask any bidder to clarify any of its response and documents submitted against the said Criteria, provided that such response from the bidder containing clarification(s) or amended response(s) from the bidder should reflect its factual position at the date of submission of its bid to the Employer. No change in the substance of the Bid in pursuant with ITB.31.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the Employer in the evaluation of Financial Bids should be sought in accordance with Clause ITB.33.

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

- a) evaluation & qualification criteria;
- b) required scope of work or specifications;
- c) all securities requirements;
- d) tax requirements;
- e) terms and conditions of bidding documents.
- f) change in the ranking of the bidder (provided Evaluation is based on certain ranking criteria)

Notwithstanding Clause ITB.30.4, from the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Employer on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

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

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

- a) *is quoted for complete scope of Works and does not deviate from the scope in pursuant with Clause ITB.1.2 and description of works stipulated in "Schedule of Prices" under Section V;*
 - b) *meets the eligibility criteria defined in Clause ITB.3;*
 - c) *is accompanied with a valid Bid Security in pursuant with Clause ITB.22;*
 - d) *is submitted for specified Bid validity period in pursuant with Clause ITB.21;*
 - e) *is submitted with Bid prices firm during the currency of the Contract;*
 - f) *is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the Employer in the Bidding Documents in pursuant with Clause ITB.14;*
 - g) *is properly signed in pursuant with Clause ITB.24.;*
 - h) *is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2.*
- Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.*

A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

- a) *affects in any substantial way the scope, quality, or performance of the Services;*
- b) *limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidders obligations under the Contract; or*
- c) *if rectified, would affect unfairly the competitive position of the other Bidders, presenting substantially*



responsive bids.

Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.

Bids submitted without a signed Bid Form by the authorized Signatory of the bid will be rejected.

The Employer may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder (provided Evaluation is based on certain ranking criteria).

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

- a) Submit the number of copies of signed bids required in the bidding documents;*
- b) Furnish required information concerning the number of its employees;*
- c) Attach proof of some important elements (eg., a quality standard), while it is stated in its bid that, they are in the possession of such elements;*
- e) When a bidder does not include some specific self-contained piece of information that makes them miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a Client etc*
- f) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

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

ITB.33 Correction of Errors

Financial Bids of the Bidders; as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:

- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;*
- b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and*
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.*
- d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.*

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



ITB.34 Evaluation and Comparison of Bids

34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.

The Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- a) *Making any corrections for the arithmetic errors pursuant to Clause ITB.32.*
- b) *Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.*

The estimated effect of the price adjustment provisions of the Conditions of Contract (if any), applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

No other evaluation criteria or methodologies shall be permitted.

If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work or Services to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities / Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause ITB.42 may be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

ITB.35 Determination of Most Advantageous Bid

The financial bid with the lowest evaluated price from amongst those, whose bidders are eligible and qualified, bids are compliant to applicable laws and other terms and conditions of the bidding documents shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".

Provided further that the Bidder is determined to perform the contract satisfactorily.

ITB.36 Post-Qualification of Abnormally Low Financial Proposal

Where the Bid price is considered to be abnormally low, the Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:

- a) the Employer may reject a Bid if the Employer has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the Services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract
- b) Before rejecting an abnormally low Bid the Employer shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
- c) The decision of the Employer to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
- d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and
- e) An abnormally low Bid means, in the light of the Employer's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:

- a) Comparing the bid price with the cost estimate;
- b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- c) Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or



any other Federal or Provincial Department / Organization / Agency.

The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.16.

The determination will take into account the Bidder's experience in the field. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.

The Employer may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.

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

ITB.37 Posting of Bid Evaluation Report

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



F – AWARD OF CONTRACT

ITB.38 Criteria of Award

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

ITB.39 NBP’s Right to Reject All Bids

Notwithstanding Clause ITB.38, the Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33 (1) of PPR-2004. The Employer shall upon request communicate to any of the affected bidders who submitted a bid or proposal, the grounds for rejection of all bids or proposals, but is not required to justify those grounds.

The Employer shall incur no liability, solely by virtue of invoking Rule-33 (1) of PPR-2004, towards the affected bidders who have submitted bids or proposals.

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

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

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

ITB.41 Notification of Award (Letter of Acceptance)

Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.36, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid Validity Period in writing or electronic forms that provide record of the content of communication.

Such notification of Award will be made in a form of “Letter of Acceptance”.

It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the “Letter of Acceptance”; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.

The notification of award i.e. “Letter of Acceptance” will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (if applicable) in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.

Upon furnishing of the Performance Security Guarantee (if applicable and required) pursuant to Clause ITB 42 or otherwise entering into the Contract with the Most Advantageous Bidder, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.22.4.

ITB.42 Performance Security

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

Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which

event the Employer may make the award to the next ranked Bidder or call for new Bids.

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

ITB.43 Disqualification Prior to Contract Signing

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

For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard would be given to the bidder with the Most Advantageous bid.

ITB.44 Signing of Contract Agreement

Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Security (if required) under the Conditions of Contract, or within number of days as specified in the Letter of Acceptance (if Performance Security is not required) issued in pursuant to Clause ITB.41; the Most Advantageous Bidder shall submit the Contract Agreement in a form and manner provided in the Bidding Documents, incorporating all agreements between the parties.

The formal Agreement between the Employer and the Most Advantageous Bidder shall be executed within number of days as specified in the BDS; from the receipt of Contract Agreement from the Most Advantageous Bidder by the Employer.

Upon the Most Advantageous Bidder's furnishing of the Performance Security (if required) or after number of days as specified in the BDS from the signing of Contract Agreement, the Employer will discharge its bid security.

Immediately after the Redressal of grievance by the GRC (if there exist any), and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Employer shall sign the contract

ITB.45 Advance Payment

The advance payment will not be provided in normal circumstances. However; if it is allowed; it would be categorically stated in the BDS and Special Conditions of Contract; subject to a maximum amount or percentage of Contract value as specified in the BDS.

Provided, an advance payment is allowed in pursuant with ITB.45.1; it will be released after receipt of an Advance Payment Security (Guarantee) in a form of valid Bank Guarantee issued by any Scheduled Bank of Pakistan; in a format to be provided by the Employer after signing of the Contract Agreement.

ITB.46 Arbitrator

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

ITB.47 Integrity Pact

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

ITB.48 Overriding Effect of PPR-2004

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

G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.49 Code of Conduct

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

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

- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.49.

ITB.50 Mechanism of Blacklisting

The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either:

- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
- b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.

The show cause notice shall contain:

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

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

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

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

The Employer shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or



Committee shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.

the Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

The Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the PPRA.

Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Employer.

The bidder may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.

The decision of PPRA will be considered as Final.



H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.51 Grievances Redressal & Compliant Review Mechanism

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

ITB.52 Compliant Review Mechanism

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

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

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SECTION–III

BID DATA SHEET (BDS)

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

Instructions to Bidders

Clause Reference

SUB SECTION A - INTRODUCTION

1.1 Name of Employer:

NATIONAL BANK OF PAKISTAN (NBP)

Brief Description of Services

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

Premises:

NBP Area Audit Office, Allama Iqbal Town, Lahore.

3.3 Provincial Revenue Board:

Punjab Revenue Board/Authority

SUB SECTION B – BIDDING DOCUMENTS

10.2 Number of Copies with Original Bid to be submitted:

Only original Bid Via EPAD

11.1 Means for Clarifications:

Courier/Postal Service or by Email

Employer's Address & Email for Clarifications:

Departmental Head, Mechanical; Engineering Wing (Central), NBP, RHQ Building, 26-Mclagon Road, Lahore.

pervaiziqbal@nbp.com.pk

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

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

No. of days within which NBP can respond:

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

Pre bid Meeting:

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

Clarifications for Pre bid Meeting

Two (02) days

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

Three (03) days

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

Three Hundred sixty five (365) days from the date of Bid Opening.

22.1 Bid Security:

Rs. 58,000/- (Rupees Fifty eight Thousand Only), valid for a period of 28 days beyond the period of bid validity.

22.5 Discharge of Most Advantageous Bidder's Bid Security

Fifteen (15) days

24.1 Number of Copies of the Bid to be submitted:

Same as specified above at Clause 10.2

SUB SECTION D – SUBMISSION OF BIDS

25.2 Through EPAD.

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

The Identification Number:

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

26.1 Deadline for Submission of Bids:

As Mentioned in Advertisement (Invitation for Bids)

SUB SECTION E – BID OPENING AND EVALUATION

As Mentioned in Advertisement (Invitation for Bids)

Time and Date for Bid Opening:

As Mentioned in Advertisement (Invitation for Bids)

Same as mentioned above at 29.1SUB

SECTION F – AWARD OF CONTRACT**40.1 Quantities Variations:**

Not more than 15% of related items.

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

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

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

Performance Security Guarantee amounting to 5% of Contract Price to be submitted in a form of Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA Rated Insurance Company of Pakistan; valid for a period of three (03) years and two (02) months period from the Date of issuance of such Guarantee.

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Performance Guarantee shall be submitted within fourteen (14) working days from the Date of receipt of Letter of Acceptance.

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Submission of Contract Agreement by the Most Advantageous Bidder:

Within seven (07) working days from the submission date of acceptable Performance Security (if required) or otherwise from the date of receipt of Letter of Acceptance or any other number of days as specified in the Letter of Acceptance as per format specified in Form – C2 of Section VIII or amended by the Employer (if required).

Signing of Contract Agreement:

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

45.1 Advance Payment:

No advance Payment is allowed.

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SECTION-IV APPENDICES –A- TO BID

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A – SCOPE OF SERVICES & SERVICES SCHEDULE

SOS.1 Scope of Services

The Bidder shall be responsible for the continuous and uninterrupted management services of the complete HVAC System (Ceiling mounted ducting type A.C Units) including plant room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service.

The spare parts and material required for continuous operation & maintenance services and for major repairs and annual servicing shall be provided by the NBP along with following:

- a) Electricity, Gas and water supply;
- b) Supply of Water treatment chemicals, paints & special lubricants or oils;
- c) Provision of suitable space for Bidder within or close to Plant Room with a telephone extension for easy communication with the concerned officials of the NBP;
- d) However, the Bidder has to maintain at the premises, necessary tools/equipment and Safety equipment required for said service.

The Bidder shall ensure that the HVAC plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation. The Bidder shall also ensure economical consumption of the materials & spare parts.

The bidder will be responsible to install any new Standalone AC Unit or make replacement for any existing Standalone AC Unit; as and when required as per the instructions of NBP.

SOS.2 Services Schedule

The following execution schedule shall be followed for each nature of Services:

- a) Monday to Friday from 8:00 am to 6:30 pm.
 - (i) Operational Services for (Ceiling mounted ducting type A.C Units)
 - (ii) Supervisory Services at the premises;
 - (iii) Technical assistance Services
- b) As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)
 - (i) Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services or Maintenance Services for Chiller Plant and allied system.

In case of any operation of HVAC Plant or ceiling mounted ducting type AC Units or maintenance deemed necessary by NBP beyond the operating hours mentioned above or even on holidays; the Bidder will perform the desired services; without incurring any additional charges.

SOS.3 Tools & Equipment (T&E) for Execution of Services

3.1 The Bidder shall bring and maintain all necessary T&E at site which are required for execution of services under the Contract. During pendency of the Contract, if NBP finds that the T&E brought by the Bidder is not sufficient and as per desired quality, the Bidder shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. Such T&E shall include but not limited to testing and diagnostic instruments if required. In case of failure to arrange and maintain the necessary T&E desired for execution of Services, NBP reserves the right to take punitive action as per the Contract which includes and is not limited to imposition of liquidity damages, termination of contract and forfeiture of Performance Security.



B – DETAILS OF SERVICES

SOS.4 Operational Services

Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards.

Services for cleaning and general upkeep of (Ceiling mounted ducting type A.C Units), Electrical distribution plant room, and surrounding areas.

Dosing water treatment chemicals.

Removal and fixing of false ceiling as required by the Bidder for carrying out his work. The Bidder shall be responsible for making good any damage to the false ceiling framing and tiles.

Attending to phone calls and responding as necessary.

The temperature on each floor at different locations shall be recorded at least twice daily.

The equipment operational observation shall be recorded at suitable intervals.

A complete daily general Monitoring of the entire installation shall be carried out by the Bidder who will immediately convey any abnormality in HVAC Plant and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.

Complete safeties monitoring of the HVAC Plant, Allied Equipment and electrical installations at least once a month during which the defective part(s) shall be replaced by new one(s), if required by Maintenance Team.

Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.

Maintain and operate Chillers and its allied equipment (Ceiling mounted ducting type A.C Units) & all Standalone AC Units.

Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition.

Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis.

Checking and testing the Plant for proper smooth services daily.

Immediate attending of Chillers and allied equipment in case of emergency.

Reporting to Bidder's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.

Cleaning the HVAC Plant along with disposal of waste material.

Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.

Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric Switch gear of HVAC system including earthing system.

The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

SOS.5 MAINTENANCE SERVICES

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

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The Bidder shall attend maintenance or repair work of the HVAC plant and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to set right the service, or at any time due to exigencies/ emergencies and will provide services for smooth working in the minimum possible time. The Bidder shall inform the Clientwell in advance about any maintenance/repair/service work scheduled to be done by the Bidder after office hours or on holiday(s).

Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.

Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.

Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plant.

The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

Providing assistance in painting of air devices, Pumps, pipelines etc.

Provide assistance in emergency situations.

Provide assistance in troubleshooting or repair and rectification work.

Resolution of fault of plants and allied equipment.

Any other work assigned by Engineer or NBP.

SOS.6 SUPERVISORY & TECHNICAL SUPPORT SERVICES

Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.

Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation.

Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system.

Supervision of activities and liaison with the Engineer and NBP's Staff in emergency situations.

Supervision of inspection and maintenance activities necessary to maintain/repair all equipment in trouble-free and smooth operating condition.

Continuous and uninterrupted service for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.

Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.

Attending to phone calls and responding as necessary.

Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.

Reporting to Client and Calling for external help in emergency situations and whenever necessary.

Supervision of inspection and maintenance activities; necessary to maintain the HVAC system in trouble-free and smooth operating condition.

Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system mentioned above in Clauses SOS.5 & 6.

Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched, or has deteriorated.

Providing assistance in painting of air devices, Pumps, pipelines etc.

Provide assistance in emergency situations.

Provide assistance in troubleshooting or repair and rectification work.



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

C – FREQUENCY OF SERVICES

SOS.7 Daily Services

Check for the working of all electrical & mechanical components of the Plant Equipment.
Maintain log sheets/log book for daily operation.
Any service or running repairs required during the operation of the plant.
Cleaning of the equipment machinery and complete Plant Room and respective Premises area.

SOS.8 Weekly/ Biweekly/Monthly Services

Washing & cleaning of air filters.
Flushing and cleaning of strainers.
Cleaning of diffusers, dumps, return grills etc.
Service of automatic and safety controls of equipment and system.
Checking of oil and other lubricant levels and changing.
Checking of belt driven equipment and adjustment of belt tension and alignment.
Checking of water levels and controls valves.
Changing of parts due to normal wear and tear when necessary.
Checking and adjustment of all pressure and safety devices.
Adjustment and lubrication/ greasing of bearings & glands of equipment.

SOS.9 Annual Services

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

SOS.10 Frequency of Services for HVAC Plant

Daily Services

- a) Complete over all visual and general inspection of the HVAC Plant;
- b) Startup of the Chiller(s);
- c) Maintaining the daily data log sheets for the chiller operation for temperatures, pressures, levels etc.;
- d) Vacuuming / purging of the chillers as per requirement;
- e) Checking of Gas Pressure;
- f) Checking operation of safeties;
- g) Maintaining chilled water outlet temperature as per requirement through chiller operation;
- h) Checking and monitoring of the chiller pumps such as Refrigerant pump, Solution pump, Purge pump etc.;
- i) Checking of all safeties;
- j) Checking water/refrigerant level of chiller;



- k) Monitor Set Points of the HVAC system;
- l) Monitor for the working of all electrical & mechanical components of the equipment;
- m) Any service or running repairs required during the services of the HVAC System;
- n) General Upkeep of the equipment machinery and complete HVAC System Premises;
- o) Recording continuous and uninterrupted management services of the chiller parameters on hourly basis;
- p) Monitoring the control panel of the chiller from dust and other external material which could be harmful for chiller controls.

Monthly Services

- a) Checking Amperes, Performance and Abnormality of condenser, evaporator, electrical wiring, fan motors, compressor, condensing and evaporating coils, copper piping, valves etc.;
- b) Confirmation of setting values of safety devices and control devices;
- c) Checking of programming of Microprocessor;
- d) Refrigerant Blow down (If necessary);
- e) Checking of all safeties;
- f) Checking refrigerant level of A.C Units;
- g) Cleaning of Condenser fins if required;
- h) Monitor Set Points and safety cutouts of HVAC system;
- i) Monitor the HVAC system for refrigerant or Oil leakage;
- j) Flushing and cleaning of strainers;
- k) Monitoring of Valves for normal working;
- l) Inspection & Service of automatic and safety controls of HVAC system;
- m) Monitoring of oil and other lubricant levels and changing (if required);
- n) Changing of parts due to normal wear and tear when necessary;
- o) Monitoring and adjustment (if required) of all pressure and safety devices;
- p) Adjustment and lubrication / greasing of bearings & glands etc. of HVAC System.

Annual Services

- a) Pressure checking of A.C Units with N₂ (Nitrogen);
- b) Checking & Servicing of Refrigerant pump;
- c) Checking and Servicing of H.T/LT HVAC System Eliminators;
- d) Servicing of HVAC System;
- e) Servicing of Gas Line Strainer;
- f) Servicing of Diesel Line Strainer;
- g) Restarting of chiller with observation;
- h) Calibration of sensors (if found faulty will inform accordingly);
- i) refrigerant Blow down (If necessary);
- j) Checking of all Temperatures, Pressures and Fluid level;
- k) Confirmation of setting values of safety devices and control devices;
- l) Checking of all safety devices and adjustment if required;
- m) Servicing of control panel;
- n) Checking programming of Microprocessor;
- o) Checking and adjustment of Inverter Programming;
- p) Checking Amperes and abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump;
- q) De-scaling of Absorber and Condenser with De-scalar;
- r) Neutralization with Neutralizer;
- s) Brushing with brushing Machine;
- t) Checking of all safeties;



- u) Monitoring of Compressor Oil and Recommendation for change if required;
- v) Monitoring of Electrical Terminals and tightening of loose connections;
- w) Assure that all bearings are lubricated;
- x) Monitoring the condition of the motor;
- aa) Monitoring of Amperes of Pumps;
- bb) Monitor and inspection for any abnormal noise;
- cc) Monitor and adjust Spring Isolators, changing of the same if required;
- dd) Monitoring of Glycol of the HVAC system

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SOS.12 Frequency of Services for Water Pumps and Motor Sets (NOT APPLICABLE)

Daily Services

- a) Checking the condition of the motor;
- b) Checking and securing of all pump mountings;
- c) Checking Amperes of Pumps;
- d) Check and inspection for any abnormal noise.

Weekly/Monthly Services

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

Annual Services

- a) Overall visual inspection;
- b) Assure that all bearings are lubricated;
- c) Inspection of bearings, drive, pulley & gland rope; adjust, repair or replace;
- d) Checking the condition of the motor;
- e) Checking of Amperes of Pumps;
- f) Check and inspection for any abnormal noise

SOS.13 Frequency of Services for AHU (NOT APPLICABLE)

Daily Services

- a) Checking of any abnormality in normal operation condition;
- b) Checking & Servicing of Filters;
- c) Humidity control;
- d) Checking of Coil's condition;
- e) Checking of Blowers and housing;
- f) Checking of the drain pan for smooth and proper flow of condensate.

Weekly/ Monthly Services

- a) Overall Visual Inspection;
- b) Checking & Servicing of Filters;
- c) Inspection of Fan & Fan motor;
- d) Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure Gauges;
- e) Checking of the drive motor;
- f) Checking of the drive and driven pulley alignment;
- g) Checking of the drain pan for smooth and proper flow of condensate.

Annual Services

- a) Overall Visual Inspection;
- b) Checking of Coil's condition;
- c) Inspection of Fan & Fan motor;
- d) Checking of Blowers, belts and Temperature & Pressure Gauges;
- e) Greasing of bolts & Motors; (upon requirement);
- f) Servicing of Coils (upon requirement);
- g) Checking of the pipe work, pipe insulation;



- h) Checking of the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

SOS.15 Frequency of Services for Electrical Motors & Starters

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

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

SOS.16 Frequency of Services for Electric Control Panels

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

- a) Checking and services of MCCB's; disconnect switches, fuses contacts, relays, and over loads, cutouts & other safety devices;
- b) Tightening of wiring connections;
- c) Checking of wiring insulation;
- d) Checking of earthing.

SOS.17 Frequency of Services for Air Distribution Systems

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

- a) Cleaning of air devices;
- b) Repairs of exposed ducts, duct insulation, jacketing and covering

SOS.18 Frequency of Services for Piping System Network

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

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

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APPENDIX – B- TO BID

PE.1 List of Machines; Equipment and Systems

COMPONENTS OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS) CAPACITY 60 TON AND CONTAINING THE FOLLOWING.

Reciprocating Rotary compressors, expansion valve, drier, fan motor, ducting, diffusers, dumpers and return grill etc. condenser, contactor breaker overload relay, timer switch, heaters, evaporating unit copper piping, blower, bearing, condensing evaporating coil, copper piping, capacitor, time relay, switches, fan motor, propeller fan etc.

1. **CENTRIFUGAL CONDENSER WATER PUMPS (NOT APPLICABLE)**

HMA/TYPE 100-80-160/16 with bronze impeller mechanical seal and stainless steel shaft. 03

Components of condenser pumps.

Siemens three phase electric motor of 15kw 2900rpm casing, shafts, bearing seals, impeller, locking, gas kit coupling, gate globe valves, strainers, check valves, expansion joint, foundation with water pumps, along with allied components and accessories.

2. **COOLING TOWERs (NOT APPLICABLE)**

TYPE. Induced Draft, G,I sheet square type Cooling Towers FT 175 Capacity 175 02

COMPONENTS

Pulley, hub, fan blades, shafts, seals, bearing, brackets wood fills, water tray, strainer, suction, gate and globe valves, sump, 5HP motor, three phase, Thermostat control, float valves lines, fresh water line, control etc. along with all other components and accessories

3. **Maintenance of electro-mechanical equipment require for smooth and trouble free operations of A.C system which include compressors, expansion valve, drier, fan and fan motor, ducting, diffuser, dampers, return grill etc. condenser, contactor breaker overload relay, timer switch, heaters, evaporating unit copper piping, blower, bearing, condensing evaporating coil, copper piping, capacitor, time relay, switches, fan motor, propeller fan etc.** LOT



APPENDIX - C TO BID

PROPOSED MANAGEMENT PLAN (PMP) TO PERFORM SERVICES

(to be filled in by the bidder)

PMP.1 Requirements

Bidder shall provide complete details of proposed resources to be deployed at the Premises in the capacity of Plant Staff; to perform desired Services with specified frequencies in accordance to Appendix - A to Bid I.e. Scope of Services.

The details of proposed resources to be deployed by the Bidder in pursuant to PMP- 2.1; is mandatory to meet the Technical Evaluation Criteria.

PMP.2 Proposed Resources or Plant Staff

The actual strength of resources / Plant Staff to be deployed at the Premises in pursuant to PMP-1.1; should be categorically specified hereunder by the bidder (however, in any case the minimum no. of resources for each Nature of Service should not be less than One (01) No.):

S. No.	Nature of Services	No. of Resources	Technical Qualifications
1.	Supervisory & Technical Support Services for the Premises including Plant .	01	
2.	Operation & maintenance Services of HVAC Plant containing ceiling mounted ducting type a.c units and all Electrical devises Panel, Breaker of the Complete Plant and its allied equipment.	01	

Pursuant to PMP-2.1; the qualification and experience of the resources to be deployed should not be;

- a) For Sr.01 above: Minimum qualification of DAE in RACT/Mechanical Technology with minimum three (03) year experience in relevant field or Minimum qualification of Matric with Technical Trade Certificate in relevant trade with minimum three (06) year experience in relevant field
- b) For Sr.02 above: Minimum qualification of Matric with Technical Trade Certificate in relevant trade with minimum three (03) year experience in relevant field or Minimum qualification or Middle with Technical Trade Certificate in relevant trade with minimum Seven (07) year experience in relevant field or Minimum qualification of Middle with minimum ten (10) year experience in relevant field **(NOT APPLICABLE)**
- c) For Sr.03 above: Minimum qualification of Matric with Technical Trade Certificate in relevant trade with minimum three (03) year experience in relevant field or Middle with Technical Trade Certificate in relevant trade with minimum Seven (07) year experience in relevant field or Minimum qualification of Middle with minimum ten (10) year experience in relevant field

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APPENDIX - D TO BID

SCHEDULE OF PRICES (BOQ)

The bidders must quote the rates for Scope of Services specified in BOQ and in accordance to other terms and conditions mentioned in the Volume-I of the bidding documents.

Sr. No.	Description	Monthly Fee (Rs.) (a)	Annual Fee (Rs.) (b) = (a) x 12
	Operations and maintenance of vapor compression HVAC plant of nominal capacity of 60 tons on monthly basis containing following units for three years. Air cooled ceiling mounted ducting type 06 Nos. Capacity 10 ton each The job include servicing, minor maintenance. The salient features, technical specifications and general terms and conditions for operation of air conditioning system are detailed in bidding documents. The rates should include all taxes and PST imposed by Govt. of Punjab.		
	Bid Price for the following Years:		
1.	For 1 st Year		
2.	For 2 nd Year		
3.	For 3 rd Year		
	Total Bid Price for three (03) Years in (Rs.) =		

(In words: _____ only)

Note:

- All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
- Since participating bidders are required to ensure compliance with relevant laws, therefore, NBP may

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ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.

4. While assessing the economic viability, if NBP found that cost quoted by the any technically qualified bidder is not workable to comply with the provisions of contract, NBP reserves the right to reject such bid/s.

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

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SECTION–V STANDARD FORMS OF BID

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

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Form – B1**(Authorization Form for Bidder's Representative)****INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

(The Bidder must prepare this Form on stationery with its letterhead clearly showing the Bidder's complete name and business address.) (Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

Notice for Invitation to Bid:**NBP No:** _____ **PPRA No:** _____

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

Name of Bidder: _____**Nature of Bidder's Firm / Company:** _____**Incorporated under:** _____**(Mention the relevant Act/ordinance/ regulation)****Registered Office Address:** _____**Name of Legal Bidder's Authorizer (Assigner):** _____**Legal Position in the Firm / Company:** _____**I; the lawful authorizer on Bidder's behalf do hereby;****a)** nominate **Mr./Ms.** _____; working as a/an _____ in our Firm / Company; bearing **CNIC #** _____; as our lawful representative to perform;**OR****b)** declare, that I myself being the _____ (*Sole Proprietor/Partner/Director etc.*) shall perform;

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

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

Assigner's Sign: _____**Assignee's Sign:** _____**Official Seal:** _____**Official Seal:** _____**Email Address:** _____**Email Address:** _____

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

FOR NATIONAL BANK OF PAKISTAN**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

Form – B2 (Form of Bid)

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

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

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

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

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

Project Title:

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

To: National Bank of Pakistan:

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Special and General Conditions of Contract, Scope of Services and Schedule of Prices/BOQ and Addenda Nos. _ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address

_____ and being duly incorporated under the laws of Pakistan are submitting the bid and hereby offer to render our services and fulfil the obligations and such works and remedy any defects therein in conformity with the said bidding documents Addenda thereto (if any) for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents and declares as under:

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

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Dated this _____ day of _____, 2024

Signature: _____

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

(Name of Bidder in Block Capitals) (Seal)

Address Witness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____



Form – B3
(Form of Bid Security)

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

Guarantee No _____
Executed on _____
Expiry Date _____

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

Name of Principal (Bidder) with address: _____

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

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

Bid Title: _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH; that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to NBP; and

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

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

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

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with NBP in accordance with its Bid as accepted, and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



Form – B4
(Undertaking)

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

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

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



SECTION VIII – GENERAL CONDITIONS OF CONTRACT (GCC)
B-OBLIGATIONS OF THE SERVICE PROVIDER



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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

SECTION–VIII GENERAL CONDITIONS OF CONTRACT (GCC)

A - GENERAL PROVISIONS

GCC.1 Definitions

Unless otherwise required by the context in which a defined term appears, the words and expressions whenever used in this Contract shall have the following meanings; hereby assigned to them:

- a) **“Affiliate”** means, any entity with respect to any Party, hereto; that is a direct or indirect parent or subsidiary of such Party or that directly or indirectly (i) owns a majority interest or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this Agreement, NBP and Service Provider shall not be deemed to be Affiliates of each other.
- b) **“Annual Services Fee”** means the total amount of Services Fee for Three Yearly Period or Thirty Six (36) months.
- c) **“Annual HVAC Availability”** means, the availability of the complete HVAC System for the satisfactory operation and Services on annual basis i.e. for any Yearly Period; which is 365 days.
- d) **“Applicable Law”** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
- e) **“Arbitrator”** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Clause GCC.31 hereunder.
- f) **“Authorized Representatives”** mean the representatives of NBP or the Service Provider, who is responsible on behalf of NBP or the Service Provider to take any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NBP or the Service Provider, as specified in the SCC.
- g) **“Authority”** means Public Procurement Regulatory Authority.
- h) **“Confidential Information”** means any of the information being shared with the Service Provider including but not limited to; drawings, plans, ideas related to the premises or technical specifications of the HVAC Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.
- i) **“Contamination”** means, the Hazardous Substances arising from the premises; that may require clean-up, removal, response or remediation under any applicable Islamic Republic of Pakistan Governmental Rule.
- j) **“Contract”** means the legally binding written agreement entered into between the NBP and the Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- k) **“Contract Duration”** means the duration of the Contract as specified in the SCC, for which the Service Provider is bound to provide desired Services in pursuant to Section - “Scope of Services”.
- l) **“Contract Price”** is the total amount for the Contract Duration as stated in the Letter of Acceptance.
- m) **“Day”** means a Gregorian Calendar Day, unless indicated otherwise.
- n) **“Effectiveness of Contract”** means the date on which the Contract agreement is signed between both the parties.
- o) **“Effective Contract Date”** is the date; since when the period of the Contract will be effected / started as shown in the Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions set forth in the Contract.
- p) **“Engineer”** means the authorized person notified by NBP to act as the Officer In-Charge for the purpose of the execution of the “Services” under the Contract and named as such in SCC.
- q) **“Expiry Contract Date”** is the date; on which the Contract will be ceased to be effective / expired as shown in the Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent

stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

set forth in the Contract.

- r) **“Period”** means thirty six (36) months period of of Contract commencing from the Effective Contract Date.
- s) **“Force Majeure”** means an unforeseeable event, condition or circumstance which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of the Party and which could not have been avoided by due diligence and use of reasonable efforts and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances and includes, but is not limited to, war, insurrection or riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or adverse weather conditions or other nature calamity or act of God, strikes or other labor disputes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- t) **“Government”** means the Government of the Islamic Republic of Pakistan.
- u) **“GCC”** mean the General Conditions of Contract contained in this section.
- v) **“Operating Hours”** mean’ the duration for which the HVAC shall be operated and maintained by the Service Provider shall be (i) 08:00 hours to 18:00 hours on all days of every week except Saturdays and Sundays. The HVAC could also be operated and maintained by the SERVICE PROVIDER beyond Operating Hours and on Saturdays & Sundays and any gazette holidays announced by the government of the Islamic Republic of Pakistan, if so desired by the NBP; at no additional charges.
- w) **“Language”** means English language, in which this Contract has been executed and shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Contract.
- x) **“Party”** means the NBP or the Service Provider as the case may be, and **“Parties”** means both of them.
- y) **“HVAC”** means, the HVAC including ancillary systems, components and other equipment as specified in the Section – V: “Scope of Services” of the bidding documents;
- z) **“HVAC Staff”** mean Employees of the Service Provider deputed at the premises including the HVAC Manager.
- aa) **“Premises”** mean the location/area at which or wherein HVAC and Standalone AC Units are installed and in operation; for which Services are to be provided by the Service Provider and as specified in the SCC.
- bb) **“Procuring Agency”** means NBP and its legal successors; procuring the Services from the Service Provider.
- cc) **“Project Name”** means the name of the project stated in SCC.
- dd) **“SCC”** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- ee) **“Services”** mean the work to be performed or services to be rendered by the Service Provider during the Contract Duration as specified in SCC and details given in Appendix-A to Bid.
- ff) **“Service Provider”** means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by NBP and is named as such in the Contract Agreement, and includes the legal successors in title or permitted assigns of the Service Provider.
- gg) **“Services Fee”** means the payment to be made to the Service Provider for its performance of Services during a particular month corresponding to respective
- hh) **Period.**
- ii) **“Service Provider's Bid”** means the completed Bid document submitted by the Service Provider to NBP.
- jj) **“Specifications”** mean the specifications of the HVAC Equipment or tools, machinery or material as specified in the bidding documents, and any modification or addition made or approved by NBP. kk) the expiry of Second Yearly Period.
- ll) **“Yearly Period”** means period of twelve (12) months.



GCC.2 Application and Interpretation

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

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

In interpreting these Conditions of Contract; terms are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

The documents given hereunder will be the part and parcel of this Contract:

- a) Form of Contract (Contract Agreement)
- b) Scope of Services
- c) Schedule of Prices (Bill of Quantities)
- d) HVAC Equipment
- e) Proposed Management Plan
- f) Special Conditions of Contract,
- g) General Conditions of Contract,
- h) Letter of Acceptance,
- i) Certificate of Contract Commencement
- j) Complete Contractor's Bid (Both Technical and Financial)
- k) Integrity pact (Provided Contract value is above Rs.10 M), and
- l) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

If the terms and conditions of the Clauses of this Contract vary or are inconsistent with any portion of any of the above stated documents, the terms of the Clauses in this Contract shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Clauses. The Contract contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Contract that are not contained in this Contract.

The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of NBP, for clarification. However, if no clarification is sought in this regard, the most stringent requirement shall be deemed to be included in the Contract as determined by NBP; in case of conflict between documents.

GCC.3 Conditions Precedent

Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied

- a) Submission of performance Security (or guarantee) in the form specified in the **SCC**;

If the Condition precedent stipulated in Clause GCC.3.1 is not met by the date specified in the SCC this contract shall not come into effect;

If NBP is satisfied that each of the conditions precedent in this contract has been satisfied; he shall promptly issue to the Service Provider a Certificate of Contract Commencement, which shall confirm the start date.

GCC.4 Governing Language

- 4.1 The Contract and all correspondence and documents relating to the contract exchanged by the Service



Provider and the NBP shall be written in the English Language.

GCC.5 Applicable Law

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

GCC.6 Effective Date and Term of Contract

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

GCC.7 Relationships of the Parties

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

GCC.8 Assignment

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

GCC.9 Representatives

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

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

The representatives designated by NBP and the Service Provider in accordance to Sub Clause GCC.9.1 (b) and (c) could be changed; however; only upon written notice to the other party. These designated representatives shall be the primary means for communication and all other interactions between NBP and Service Provider that are required under this Contract and shall have the power and authority to bind their respective principals under the terms of this Contract, with any required internal corporate approvals



with respect to such authority being the responsibility of each representative to obtain from his or her principal.

GCC.10 Notices

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

GCC.11 Independent Service Provider Status

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

The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider's employee(s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.

None of the Service Provider's employee (s) shall be entitled to seek employment with NBP merely on the ground that he/she had been posted by the Service Provider at any of the premises of NBP for performance of this contract.

GCC.12 Force Majeure

If either NBP or Service Provider is rendered wholly or partially unable to perform its obligations under this Contract (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder:

- a) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and
- b) use all its reasonable steps and takes commercial efforts to remedy its inability to perform and overcome the Force Majeure.

The suspension of performance shall be of no greater scope and no longer duration than that which is necessary.

No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

If the Force Majeure persists the affected Party may terminate this contract as per Clause GCC.61 of the Contract because of Force Majeure.

GCC.13 Integrity Pact

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



GCC.14 Amendments

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

GCC.15 No Waiver

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

GCC.16 Miscellaneous provisions

Survival

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

Fines and Penalties

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

Representations and Warranties

Each party represents and warrants to the other party that:

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

Counterparts

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

Partial Invalidity

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

Declarations

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



any of its rights or obligations under it.

B - OBLIGATIONS OF THE SERVICE PROVIDER

GCC.17 Scope of Services

HAVC Staff shall operate, maintain and manage the HVAC System on behalf of the Service Provider in accordance to Appendix-A to Bid.

The Service Provider will take all its efforts and professional acumen to ensure desired Annual HVAC System Availability in pursuant to Clause GCC.53.

GCC.18 Services Schedule

The Service Provider shall provide and ensure uninterrupted services as per Appendix-A to Bid. NBP; however, reserves the right to make adjustments, changes, alterations in the services timings depending upon the requirements of the NBP which will be communicated to the Service Provider from time to time.

The Service Provider shall be obliged to complete the Services as assigned under the Contract during the Services Schedule fixed by NBP and if the Service Provider has to spend time beyond the assigned Services Schedule to complete the contractual obligation, NBP shall not be responsible for any extra payment.

If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, NBP is entitled to impose Liquidated Damages as per Clause GCC.54.

The Service Provider shall have to coordinate with the Engineer in advance if he wants to execute the services beyond the Services Schedule to perform his contractual obligations under the Contract.

GCC.19 Standards for Performance of the Services

Service Provider shall perform the Services required under this Contract as set forth in Appendix-A to Bid, and as per Services Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and existing prudent industry practices, and shall observe sound management practices.

If at any time during the performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the performance of part or whole of the Services, the Service Provider shall promptly notify NBP in writing or in electronic forms that provide record of the content of communication of the fact of the delay; its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, NBP shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages.

The Service Provider shall be liable to make immediate arrangements for any part or any material; which ceased the Plant/Chiller Operation and may affect the Annual HVAC plant Availability.

The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the NBP's legitimate interests in any dealings with Sub Service providers or third parties.

Service Provider shall use all reasonable efforts to optimize the useful life of the Chiller Plant and to minimize Maintenance Costs and Chiller Plant outages or other unavailability.

The Service Provider will ensure continuity of services without interruption as per requirement.

The Service Provider will be liable to submit necessary justifications or reasons attributing to failure of any part / system etc. in writing.

In the course of the performance of the services the Service Provider shall comply with all requirements of the NBP.

The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the NBP in Pakistan.

Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the Service quality standards or to perform its services in accordance to Appendix-A to Bid; at no extra cost to NBP as and when required.

GCC.20 Quality Control

NBP shall check the Service Provider's work and performance; and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities under the Contract.

The Engineer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, NBP will impose a penalty as per Sub Clause GCC.53.4.

The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, NBP may issue notice to the Service Provider.

If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, NBP may after giving the 14 days' notice to Service Provider terminate the Contract as per Clause GCC.60. Notwithstanding anything contained in the Contract and /or applicable law, the Performance Guarantee shall be forfeited and NBP EG shall also debar the Service Provider from participation in future Contracts.

GCC.21 HVAC Staff Standards

Service Provider shall provide as reasonably necessary all labor and professional, supervisory and managerial staff (collectively "HVAC Staff") as are required to perform the Services as mentioned in Annexure-D to Bid but not limiting to. Such HVAC Staff shall be qualified to perform the duties to which they are assigned and shall meet any requirements for HVAC Staff under the Contract.

All individuals employed by Service Provider to perform the Services shall be employees of Service Provider, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Service Provider (subject to NBP's approval rights to verify qualification and experience of such HVAC Staff).

Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees; ensure proper dressing/uniform as per local culture/norms by displaying service provider's cards for identification and any others practices which are followed by NBP. Service Provider shall not act in a way which is prejudicial to NBP's interests or business.

The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.

If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its HVAC Staff; the Service Provider shall provide as a replacement after fulfillment of requirements as per the approval of NBP and NBP's security protocol/requirement.

With respect to labor matters, hiring personnel, and employment policies, Service Provider shall comply with all applicable Laws. Service Provider also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Service Provider's acknowledgment (hereby given) that Service Provider has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate NBP.

GCC.22 Services tools, material and equipment

The Service Provider shall bring at site all equipment, material and tools including but not limited to those specified in the Contract necessary to carry out the services under the Contract.

The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Duration.

The Bidder shall be responsible to arrange necessary consumables for daily maintenance such as cotton waste; kerosene oil, diesel, thinner etc.

In pursuant to Sub Clauses GCC.22.1, 22.2 and 22.3; NBP will not be liable for any cost for purchase or maintenance; whatever the case may be.

Title to all materials, equipment, supplies, spare parts and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by NBP being not covered under the Contract or being the obligations of NBP; other than those being arranged and maintained subject to Sub Clauses GCC.22.1, 22.2 & 22.3 or specified in the Appendix-A to Bid hereunder shall pass immediately to and vest in NBP upon the passage of title from the Vendor or Supplier or Service Provider thereof, provided, however, that such transfer of title shall in no way affect Service Provider's obligations as set forth in this Contract.

GCC.23 Access to Office, HAVC Plant & Room

The Service Provider shall allow and ensure easy access of Engineer or any other authorized person(s) of NBP to his office, store or other areas under his control while providing the Services under the Contract.

NBP, and their respective agents and representatives shall have access at all times to the HVAC Chiller and any documents, materials and records and accounts relating to HVAC operations for purposes of inspection and review. Upon the request of NBP, or their respective agents and representatives, Service Provider shall make available to such persons or entities and provide them with access to any operating data and all operating logs. 23.3 Service Provider agrees to cooperate fully with NBP, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the HVAC.

GCC.24 Compliance

Service Provider shall comply with all Laws applicable to the operation, maintenance and management of the HVAC and the performance of the Services.

Service Provider shall apply for and obtain, and NBP shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.

Service Provider shall provide reasonably necessary assistance to NBP, to secure permits, licenses, and approvals (and renewals of the same) that NBP is required to obtain from or file with any governmental agency regarding the HVAC.

Service Provider also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the HVAC.

The Service Provider shall promptly notify NBP of any matter coming to their knowledge that could have a material effect on the business or affairs of the NBP.

The Service Provider shall disburse the monthly salaries/wages/remuneration to its resources or HVAC Staff through Bank Account Transfer before 5th of each following month and shall maintain verifiable evidence of such disbursement(s).

The Service Provider shall carry out all instructions of NBP communicated through the Engineer or any Authorized Representative; which comply with the applicable laws where the premises are

located.

The Service Provider shall adhere to all directions of NBP and observe security protocol as per NBP's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to NBP.

The Service Provider warrants that its HVAC Staff or employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if NBP is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and NBP shall have exclusive right to not accept the services of any service provider resource.

The Service Provider shall upon reasonable notice by the NBP allow the NBP's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by NBP if so required by NBP.

The Service Provider shall comply with any code of conduct provided to the Service Provider by NBP from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of NBP.

GCC.25 Compliance with all the Regulatory Requirements

The Service Provider shall be responsible to comply with all applicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory payments under Labor Laws which includes but not limited to:

- a) Payment of at-least minimum wages / salaries / remuneration as notified by the Federal or Provincial Government or any other State Owned Entity; having such authorization.
- b) Ensure EOBI / Social Security registration of its resources and regular payment of contributions.
- c) Group Life and Medical Insurance.
- d) Any other necessary Insurance Policy applicable for the HVAC Staff against accidents; personal injury etc. as per applicable laws.
- e) Casual, medical and maternity or any other leaves as per applicable laws.
- f) Any other requirement as applicable under the relevant law.

The Service Provider will ensure that the terms and conditions of employment/ service of its employees or HVAC Staff are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.

The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.

The Service Provider shall organize to pay its own and its employees taxes, and NBP is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.

Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted by the Service Provider without any liability on NBP.

GCC.26 Operation and Maintenance Records and Reports

Service Provider shall prepare, maintain and submit on periodic basis, the HVAC operating logs, records, and reports that document the operation and maintenance of the HVAC, all in form and substance sufficient to meet NBP's reporting requirements as specified in Contract and Appendix-A to Bid.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

Service Provider shall maintain current revisions of drawings (if any), specifications, lists, clarifications and other materials related to operation and maintenance of the HVAC provided to Service Provider by NBP and other Vendors (related to installed HVAC Equipment).

All, reports, and other documents and software submitted (if any) by the Service Provider under Sub Clauses GCC.24.4, 26.1 and 58.1 shall become and remain the property of NBP, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to NBP, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of NBP.

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

GCC.27 No Liens or Encumbrances

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

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

GCC.28 Emergency Action and prompt intimation to NBP

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

If an emergency endangering the safety or protection of persons, the HVAC, or property located near the HVAC occurs, Service Provider shall promptly notify NBP and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss.

Service Provider shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

However; if the Service Provider fails to give an early warning or any notification to NBP without any justified reason he shall be held responsible for all the consequences thereof.

GCC.29 Action in Extraordinary Circumstance

In the event that:

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

GCC.30 Meetings

30.1 The Service Provider or the HVAC Manager or any other representative of the Service Provider; as desired by NBP shall attend the meetings, when called by NBP to discuss different issues regarding the HVAC or



quality of the services of the HVAC Staff or any other mater related to the Contract; without any compensation from NBP.

GCC31 Performance Security (Guarantee)

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

GCC32 Submission of Bills

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

GCC.33 Limitations of Service Provider

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

- (a) **Disposition of Assets:** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of NBP, including any property or assets purchased by Service Provider where the purchase cost is paid by NBP;
- (b) **Contract:** Make, enter into, execute, amend, modify or supplement any contract or agreement
 - (i) on behalf of, in the name of, or purporting to bind NBP or
 - (ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to NBP at any time;
- (c) **Expenditures:** Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 27 and 28, Service Provider may, without prior approval from NBP, make limited expenditures in accordance with those provisions;
- (d) **Other Actions:** Take or agree to take any other action that materially varies from the applicable Annual HVAC Operating Plan, or the requirements of any provisions under the Contract;
- (e) **Law suits and Settlements:** Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, NBP or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;
- (f) **Liens:** Create, incur or assume any lien upon the HVAC;
- (g) **Transactions on Behalf of Others:** Engage in any other transaction on behalf of NBP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contractor any HVAC Agreement; or
- (h) **Agreements:** Enter into any agreement to do any of the foregoing.

GCC.34 Execution of Documents

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

GCC.35 Proprietary Information

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

GCC.36 Warranties

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

GCC.37 Branch of Contract

Any breach by Service Provider under this Section shall constitute a material breach of the Contract and may lead towards Termination as per Clause.60. In addition, NBP shall be entitled to require Service Provider to

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

GCC.38 Conflict of Interests

Service Provider and HVAC Staff or any other Service Provider's Employee(s) or their affiliates should not to benefit from Commissions and Discounts.

Payment against the Services under Section – D shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract.

The Service Provider shall ensure that the Service Provider's Employee (s); or their affiliates shall not receive any additional payment.

Service Provider and HVAC Staff or any other Service Provider's Employee(s) or their affiliates shall not be indulge any Conflicting Activities within the premises

Neither the Service Provider and HVAC Staff nor any other Service Provider's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.



C - OBLIGATIONS OF NBP

GCC.39 Information

NBP shall provide Service Provider with all the necessary information; if available with NBP such as vendor manuals, spare parts list, HVAC Equipment data books and drawings which are provided to NBP pursuant to any HVAC Agreement or by any contractor responsible for construction, installation, repair or maintenance of the HVAC or a part thereof. Subject to the standards of performance set forth in Clause GCC.19, Service Provider shall be entitled to rely upon such information in performance of the Services. NBP shall also provide Service Provider with copies of all Project Agreements and any amendments thereto and any other documents that define the HVAC operating requirements.

NBP at the request of Service Provider; provides the information on the code of conduct and security procedures. NBP shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

GCC.40 Access and availability of Premises

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

NBP will provide Security Personnel at points of ingress and egress and perimeter of the HVAC or premises. During any inspection or review of the HVAC in pursuant to Clause GCC.23, each of NBP, and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Service Provider's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Service Provider's activities.

GCC.41 Provision of Electricity supply and arrangement of parts etc.

NBP will be responsible to provide electricity to operate the HVAC Plant and procure at its own cost any Routine Spare Parts, Overhauling Parts, Electrical Parts or Equipment, special Lubricants or Oils, as per OEM's Recommendations or as per requirement and other material including paint etc.; provided such arrangement is not under the obligations of the Service provider as stipulated in the Appendix-A to Bid. However; The HVAC Staff will assist to keep the minimum inventory level without compromising the HVAC Availability as per the Maintenance Schedule and to meet any emergency in advance.

Service Provider shall promptly notify NBP in writing of any teardowns and overhauls of major equipment or capital improvements that Service Provider believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.

Service Provider shall also be responsible for monitoring and enforcing contract compliance by any contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to NBP by such contractor.

GCC.42 HVAC Staff

NBP or Engineer will be the sole judge to approve the appointment of proposed HVAC Staff from the Service Provider; provided the genuineness of the credentials of the HVAC Staff are verified and authenticated by the Service Provider.

NBP or Engineer will assist the Service Provider to provide necessary Security clearance and Access Cards or Passes to all the HVAC Staff in pursuant to Clause GCC.40.2.

If NBP finds that any of the HVAC Staff have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the

performance of any of any of its employees; then the Service Provider shall, arrange for respective replacement.

GCC.43 Emergency Action

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

GCC.44 Performance / Completion Certificate

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

GCC.45 Payment of Monthly Bills

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



D - PAYMENTS TO THE SERVICE PROVIDER

GCC.46 Payments

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

The Service Provider will take all its efforts and professional acumen to ensure desired Annual HVAC Availability in pursuant to Clause GCC.53.

The payments shall be made in pursuant to sub Clauses of this Section and Section E of GCC.

GCC.47 Services Fee

Services Fee is a fixed monthly amount; in accordance to corresponding Annual Services Fee for a particular period.

Services Fee shall be payable; since:

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

GCC.48 Annual Services Fee

- 48.1 Annual Services Fee will be the total amount of the Annual Services Fee for any particular Period as per Schedule of Prices or Letter of Acceptance.

GCC.49 Contract Price

- 49.1 The Contract Price is the amount for the Services performed by the Service Provider during the Contract as per Schedule of Prices or Letter of Acceptance.

GCC.50 Currency of Payment

- 50.1 All payments will be made in Pak Rupees.

GCC.51 Taxes and Duties

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

The Service Provider is bound to pay all liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

In pursuant to Sub Clauses GCC.51.1 & 51.2; no increase will be entertained; and prices quoted in the Schedule of prices will remain fixed for the Contract Duration.

GCC.52 Terms and Conditions of Payments

The payments shall be made to the Service Provider on monthly basis after adjustment of any deduction against the Service Provider in pursuant to Clause GCC.54.

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

The Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month;



for which monthly Invoice is submitted for release of payment.

In case of arising any dispute or conflict regarding any matter or Services or part of Services; for which

NBP or Engineer has refused to make the payment. such notification will be issued in writing to the Service provider; explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause GCC.77.

E - PROCEDURE OF VERIFYING PAYMENTS

GCC.53 Annual HVAC Availability

If the Service Provider fails to ensure 90% of Annual HVAC Availability (as defined in Sub Clause GCC.1.1 (d); it will be penalized in pursuant to Sub Clause GCC.54.1, provided;

- a) The reasons of non-performance of any material portion of the Services or failure to attain the desired Annual HVAC Availability is attributed to NBP;
- b) The Service Provider was unable to perform a material portion of the Services or attain desired HVAC availability due to any Force Majeure event.
- c) The Service provider has taken all efforts to make arrangements for any essential part required; ceasing the operation of the HVAC; but such part is not available in local market and efforts of the Service Provider are duly acknowledged and recognized by NBP.

GCC.54 Liquidated Damages and Deductions

Subject to Clause GCC.53, if the Service provider fails to attain Annual HVAC Availability lesser than 90% at any point of time during the Contract, NBP shall, without prejudice to its other remedies under the Contract, will impose penalty against liquidated damage for number of days, for which HVAC remained unavailable; and shall deduct the amount from the Services Fee of respective month as per following calculations:

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

(Note: 90% of Annual HVAC Availability = 0.9 x (365))

However; in case the HVAC remained unavailable for operation lesser than 80% of Annual HVAC Availability; the Contract may be terminated; in pursuant with Clause GCC.60.2.

Subject to Sub Clause GCC.54.1, Liquidated Damages shall be applicable on annual basis.

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

$$1.5 \times \text{Monthly Fee} \times \text{No. of days for which desired Services remained unperformed} / 30$$

NBP may also impose penalty equal to 1/30 of the respective Monthly Services Fee; in case of non - disbursement of salaries / wages / remunerations as per existing labor laws or within the date specified in the Contract.

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

Moreover, any risks of personal injury or death resulted due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles,



SECTION VIII – GENERAL CONDITIONS OF CONTRACT (GCC)

E-PROCEDURE OF VERIFYING PAYMENTS

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

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



F - PROCEDURE, PLANS AND REPORTING

GCC.55 Procedures Manual

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

GCC.56 Annual Inspection/Maintenance Plan

At least Thirty (30) days before the beginning of each Annual Maintenance Period, Service Provider shall prepare and submit to NBP a proposed Plan for the Annual Inspection; comprising the following:

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

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

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

GCC.57 Operating Data and Record

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

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

GCC.58 Accounts and Reports

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

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



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



G - TERMINATION OF CONTRACT

GCC.59 Term

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

GCC.60 Termination for Default

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

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

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

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

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

GCC.61 Termination for Force Majeure

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

If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party within three (03) days of such event; giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such

condition and the cause thereof. Unless otherwise directed by NBP in writing or in electronic forms that provide record of the content of communication, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

GCC.62 Termination for Bankruptcy or Insolvency

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

GCC.63 Termination for Convenience

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

GCC.64 HVAC and its allied Equipment including HVAC Machine Room at end of term.

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

Service Provider shall leave the Chillers and all HVAC system and its allied Equipment including HVAC Machine Room in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.

Service Provider shall be paid all unpaid Services Fee.

All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Service Provider under this Contract pursuant to Section B (Obligations of the Service Provider) excluding tools and equipment under Clause GCC. 22; and will be left at the HVAC and will become or remain the property of NBP without additional charge.

GCC.65 Payment upon Termination

In the event of a termination of this Contract pursuant to the Clauses GCC.60, GCC.61, GCC.62 & GCC.63, NBP shall make the following payments to the Service Provider;

- a) Payments in pursuant to GCC Clauses under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination;
- b) except in the case of termination under Sub Clauses GCC.60.2 (b), (c), (f), (g), and GCC.62.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract;
- c) If the total amount already released by NBP exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
- d) In case of termination under Clauses of GCC Section - G except under Clause GCC.61 & GCC.63, performance security shall be forfeited.

H - INDEMNIFICATION AND LIABILITIES

GCC.66 Indemnification by Service Provider

Service Provider shall indemnify, defend and hold harmless NBP, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "NBP Indemnified Parties"),

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

GCC.67 Indemnification by NBP

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



GCC.68 Environmental Liabilities

The Service Provider shall comply with all statutory and regulatory requirements related to contaminations and Health, Safety, Environment and Security (HSE&S) as well as NBP's instructions, procedures or policies related thereto, at no additional cost to NBP. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Contract to the Service Provider.

NBP or Engineer may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that NBP's recommendations and industry standards in this regard are implemented without any delay.

The Service Provider shall provide NBP; information about its working practices, materials and Equipment and shall operate in a manner which does not compromise NBP's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide NBP with any information which it may have related to a potential or actual security threat to NBP.

The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services. The Service Provider shall pay special attention to the following environmental protection measures:

- a) Control of other air pollutants.
- b) Recovery and recycling of usable material
- c) Control of noise from power facilities.
- d) Limitation of Vibrations.
- e) Preservation of natural land to the extent possible.
- f) Preservation of archaeological Sites.
- g) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.

NBP reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of NBP EG communicated to the Service Provider from time to time.

NBP shall not be responsible for claims directly related to hazardous materials at the HVAC arising out of the grossly negligent or intentional acts of Service Provider. This provision of the Contract shall not be construed to require Service Provider to take corrective action with respect to any hazardous materials at the HVAC before the date of this Contract.

If action is required at the HVAC to comply with any applicable environmental laws during the term of this Contract, NBP (with Service Provider's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Service Provider only with NBP's prior written consent, unless a governmental authority requires Service Provider to incur such costs and expenses prior to obtaining such written consent.

GCC.69 First Aid Facilities

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

GCC.70 Utilities Provisions

70.1 All utilities essential to operate and maintain HVAC; including Electrical Power Supply; Water Supply



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and Telephone Connection will be the responsibility of NBP.

GCC.71 Furniture and Fixtures

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

GCC.72 Limitations of Liabilities

Consequential Damages

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

Damages Limited to Contract Value of Yearly Period: The aggregate liability of Service Provider [except for those claims that are subject to the provisions of Sub Clause GCC.66.1(a) (*Indemnification by Service Provider*)] shall in no event exceed, during any Contract Year Period, the Annual Yearly Period Fee payable to Service Provider during such Contract Year plus the amount necessary to satisfy Service Provider's indemnification responsibilities under Clause GCC.66.

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

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

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



I - CONFIDENTIALITY

GCC.73 Service Provider

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

GCC.74 NBP

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

GCC.75 Exceptions

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

GCC.76 Required Disclosure

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



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J - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.77 Resolution through Discussions

If any dispute or difference of any kind (a Dispute") arises between the parties in connection with, or arising out of, this Contract, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The Engineer and the HVAC Engineer or any other designated representatives of NBP or Service Provider shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.

Subject to Sub Clause GCC.77.1, if the Dispute remains unresolved within five (5) Working days, the Dispute shall be referred within two (2) Working days of the lapse of the five (5) Working days to the responsible Senior Management of each party for resolution.

Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible Senior Management of NBP and Service Provider have had at least fifteen (15) Working Days to resolve the Dispute following referral of the Dispute to them.

If the parties are unable to resolve the Dispute using the procedure described in this Clause, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

GCC.78 Arbitration

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

GCC.79 Continued Performance

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



L - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

GCC.80 Code of Conduct

NBP desires that Service Provider; its HVAC Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract duration and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:

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

- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

In pursuant to Rule 19 of PPR-2004, NBP can inter alia blacklist the Service provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

ITB.81 Mechanism of Blacklisting

NBP shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Service Provider who either:

- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
- b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.

The show cause notice shall contain:

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

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

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

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

NBP shall give minimum of seven days to the Service provider for appearance before the specified officer(s)



or Committee of NBP for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the Service provider, if available.

NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

NBP shall communicate to the Service provider the order of debarring the Service provider from participating in any public procurement with a statement that the Service provider may, within thirty days, prefer a representation against the order before the PPRA.

Such blacklisting or barring action shall be communicated by the NBP to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the P P R A after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by NBP.

The Service Provider may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.

The decision of PPRA will be considered as Final.



SECTION–IX

SPECIAL CONDITIONS OF CONTRACT (SCC)



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

General Conditions of Contract

Clause Reference

SUB SECTION A – GENERAL PROVISIONS

1.1(g) Authorized Representative:

Wing Head, Engineering Wing (South), Engineering Group, LCMG will be the Authorized Person of NBP to sign the Contract and Service Provider's Representative would be the authorized person to sign the Contract and the "HVAC Manager" to supervise the Services during the Contract Duration.

1.1(l) Contract Duration:

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

1.1(q) Engineer:

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

1.1(cc) Premises:

NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

1.1(ee) Project Name:

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

1.1(hh) Services:

CONTRACT FOR OPERATION AND MAINTENANCE OF HVAC PLANT CONTAINING CEILING MOUNTED DUCTING TYPE A.C UNITS INSTALLED AT NBP AREA AUDIT OFFICE, ALLAMA IQBAL TOWN, LAHORE

as specified in detail in Appendix-A to Bid of Section IV.

3.1 Conditions Precedent

Performance Security Guarantee amounting to 5% of Contract Price to be submitted in a form of Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA Rated Insurance Company of Pakistan; valid for a period of three (03) years and two (02) months period from the Date of issuance of such Guarantee.

Performance Guarantee shall be submitted within fourteen (14) working days from the Date of receipt of Letter of Acceptance.

9.1 Representative:

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



General Conditions of Contract
Clause Reference

SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

- 31.1 **Performance Security (Guarantee)**
Same as given above at Sub Clause GCC.3.1

SUB SECTION G – TERMINATION OF CONTRACT

- 60.2 **Service Provider fails to submit Performance Security (Guarantee)**
Within time period as given above at Sub Clause GCC.3.1

SUB SECTION I – CONFIDENTIALITY

- 73.1 **Period of Non-Disclosure for Service Provider**
Ten (10) Years from the Date of Contract Signing.
- 74.1 **Period of Non-Disclosure for NBP**
One (01) Year from the Date of Contract Signing.

SUB SECTION J – RESOLUTION AND DISPUTES

- 78.1 **Place of Arbitration**
Karachi



SECTION–X

REQUIREMENT/EVALUATION CRITERIA



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(This Checklist shall be filled and checked by the bidder as desired hereunder)

S. No.	Description	Bidder's Response	
		Tick (✓) the related response	Reference Page No. or Tag/Flag No. where related documents are attached.
EC	ELIGIBILITY CHECKS		
EC-1	Bidder is registered with FBR and PRA and is on Active Taxpayer List of FBR in pursuant to Sub Clause ITB.3.3 (NBP will confirm the status ONLINE as well).	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
EC-2.	Bidder is registered with PEC in desired Category and Specialized Code as specified in Sub Clause ITB.3.4 of BDS (NBP will confirm the status ONLINE as well).	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC	RESPONSIVENESS CHECKS		
RC-1.	Valid Bid Security is submitted before dead line of bid. / Proposal in pursuant to Sub Clause ITB.22.1	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC-2.	Bidder has submitted complete Bid/Proposal Documents as posted on PPRA Website in pursuant to Clause ITB.14.	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC-3.	Form of Bid i.e. Letter to Proposal is submitted by the bidder in pursuant to Sub Clause ITB14.1 & Clause ITB.18 as per format specified in Form B2.	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC-4.	Bid is submitted for specified Bid Validity Period in pursuant to Clause ITB.21.	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC-5.	Bidder has submitted a Fixed Price Contract in pursuant to Sub Clause ITB.19.4.	Yes <input type="checkbox"/> or No <input type="checkbox"/>	
RC-6.	Bidder has quoted for complete Scope of Services as specified in Appendix-A to Bid of Section IV; without any deviations in pursuant to Sub Clause ITB1.2.	Yes <input type="checkbox"/> or No <input type="checkbox"/>	



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- The bidders must meet the following requirements for a technically accepted / compliant bid / proposal.

Sr. No.	Criteria Descriptions	Documents to be submitted by the Bidder to meet the Criteria	Response of the Bidder (To be filled – in by the Bidders)		
			Documents Attached (Yes/No) Tick (✓)	Details of Documents attached	Documents attached at Page No./Tag No.
1.	Presence of bidder in Lahore : Bidder should have its Main or Branch Office in Lahore .	Any printed letterhead of the bidder or any other document, showing complete address of such Office in Lahore.	Yes <input type="checkbox"/> or No <input type="checkbox"/>		
2.	Financial Capability of the Bidder: Annual Sales Volume / Revenue in any of the last three (03) Years (2021, 2022 & 2023) should not be less than Rs.2.0 M.	Audited Profit & Loss Statement or FBR Tax Returns should be submitted.	Yes <input type="checkbox"/> or No <input type="checkbox"/>		
3.	Proposed Management Plan: The Bidder should submit the details of proposed HVAC Staff to be deployed at the Premises to perform the Services during the Contract Duration.	Dully filled-in and signed Appendix– C to Bid attached in Section IV should be submitted.	Yes <input type="checkbox"/> or No <input type="checkbox"/>		
4.	Experience of Bidder: Bidder should have 03years of Operation & Maintenance Services Experience at any HVAC Plant.	Letter of Contract award or Contract agreement for completed Annual Operation & Maintenance Services Contract with related satisfactory performance Certificate. (details to be submitted for at least (02) Annual Contract for HVAC Plants installed at different locations/Site.	Yes <input type="checkbox"/> or No <input type="checkbox"/>		

Continued P/2...



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Sr. No.	Criteria Descriptions	Documents to be submitted by the Bidder to meet the Criteria	Response of the Bidder (To be filled – in by the Bidders)		
			Documents Attached (Yes/No) Tick (✓)	Details of Documents attached	Documents attached at Page No./Tag No.
5.	Service Team: Bidder should submit details of its related technical team.	List of technical team and CVs including academic and professional documents with Experience Certificates for at least two (02) technical employees should be submitted.	Yes <input type="checkbox"/> or No <input type="checkbox"/>		

Instructions for Sub Sections A & C given above:

- Responses against ALL questions MUST be in “YES” or “NO” only and respective Checkboxes should accordingly be tick (✓).
- Responses against ALL questions MUST be in affirmative (“YES”) for applicants to qualify, as such, any response in negative (“NO”) shall lead to rejection of the Bid; being Ineligible or Non-responsive or Non-Compliant.

All documents/documentary evidences (as required) must be mentioned in respective Column above; and should also be attached along with the Bid with proper Page / Tag reference.



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FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

SECTION–XI

FORMS OF CONTRACT

FORM OF PERFORMANCE SECURITY

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

Guarantee No. _____
Executed on _____
Expiry date _____

Name of Guarantor with address: _____

Name of Principal (Service Provider) with address: _____

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

Letter of Acceptance No: _____ Dated: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms and conditions of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal; we, the Guarantor above named, are held and firmly bound unto the National Bank of Pakistan; having its registered Head Office at I.I.Chundrigar Road, Karachi (hereinafter called the “NBP”) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to NBP, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

THE CONDITION OF THIS OBLIGATION IS SUCH; that whereas the Principal has accepted the NBP's above said Letter of Acceptance for _____

(Insert name of the Title of Works / Services)

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

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to NBP without delay upon the NBP's first written demand without cavil or arguments and without requiring NBP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NBP's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to NBP's designated Bank & Account Number.

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



FOR NATIONAL BANK OF PAKISTAN

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank/Approved Insurance Co.)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

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FORM OF CONTRACT AGREEMENT

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

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

WHEREAS; NBP invited bids for the _____

(Insert title of the Works / Services)

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

NOW this Contract witnessed as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any; except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. The completed Forms of Bids (Technical and Financial)
 - b. The priced Schedule of Prices (BOQ)
 - c. The General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
 - d. All the Appendices to the Bid
 - e. The Letter of Acceptance Ref No: _____ dated: _____ duly accepted by the Service Provider
 - f. The Performance Security Guarantee
 - g. The Certificate of Contract Commencement.
3. In consideration of the payments to be made by NBP to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants


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FOR THE BIDDER

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with NBP to provide necessary Services and to remedy defects therein in conformity and in all respects within the provisions of the Contract.

4. NBP hereby covenants to pay the Service Provider, in consideration of the necessary Services and to remedy defects therein as per the provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Service Provider

(Seal)

Signature of NBP

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



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FORM OF INTEGRITY PACT

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

Contract No: _____ Dated: _____

Contract Value (Figures and in words): _____

Contract Title: _____

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

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

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

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

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

Signature of NBP



FOR NATIONAL BANK OF PAKISTAN

Signature of the Service Provider

(Seal)

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)