NATIONAL BANK OF PAKISTAN

CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES INSTALLED AT NBP, G-5/1 BUILDING ISLAMABAD

(CONTRCAT DURATION: THREE YEARS)

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

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

INVITATION FOR BIDS
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
APPENDICES TO BID
STANDARD FORMS OF BID
GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIOONS OF CONTRAT
FORMS OF CONTRACT
CHECK LIST & ATTACHEMENT

(For the purpose of this tender, all references to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)

This complete Bidding Documents; along with Bid Security Instrument and all necessary documents for the responsiveness of the bid as specified in the bidding documents; shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.

April ,2026

FOR NATIONAL BANK OF PAKISTAN

APR 2026

FOR THE BIDDER

		TABLE OF CONTENTS	PAGE NO:
SECTION	**I**	**INVITATION FOR BIDS**	**02**
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/ Sufficiency of Bid	08
	ITB.15	Documents establishing Bidder's Eligibility and Qualifications Documents Establishing Works' Conformity to Bidding Documents	09
	ITB.16	Forms of Bid	10
	ITB.17	Bid Prices	10
	ITB.18	Currencies of Bid and Payments	10
	ITB.19	Bid Validity Period	10
	ITB.20	Bid Security	10
	ITB.21	Alternate Bids by the Bidder	10
	ITB.22	Format and Signing of Bid	10
SUB SECTION	**D.**	**SUBMISSION OF BIDS**	**11**
	ITB.23	Sealing and Marking of Bids	11
	ITB.24	Deadline for Submission of Bids	11
	ITB.25	Late Bids	11
	ITB.26	Withdrawal, Substitution and Modification of Bids	11
SUB SECTION	**E.**	**BID OPENING AND EVALUATION**	**12**
	ITB.27	Opening of Bids	12
	ITB.28	Confidentiality	12
	ITB.29	Clarifications of Bids	12
	ITB.30	Preliminary Examination of the Bids	13
	ITB.31	Correction of Errors	14
	ITB.32	Evaluation and Comparison of Bids	15
	ITB.33	Determination of Most advantageous Bid	16
	ITB.34	Post qualification of Abnormally Low Financial Proposal (ALFP)	16
	ITB.35	Posting of Bid Evaluation Reports	16

		TABLE OF CONTENTS	PAGE NO:
	F.	**AWARD OF CONTRACT**	**17**
	ITB.36	Criteria of Award	17
	ITB.37	NBP's right to reject all Bids	17
	ITB.38	NBP's right to vary Quantities at the time of Award	17
	ITB.39	Notification of Award (Letter of Acceptance)	17
	ITB.40	Performance Security (Guarantee)	17
	ITB.41	Disqualification prior to Contract Signing	17
	ITB.42	Singing of Contract Agreement	18
	ITB.43	Advance Payment	18
	ITB.44	Arbitrator	18
	ITB.45	Integrity Pact	18
	ITB.46	Overriding Effect of PPR-2004	18
	G.	**CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**	**19**
	ITB.47	Code of Conduct	19
	ITB.48	Mechanism of Blacklisting	20
SUB SECTION	**H.**	**GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM**	**21**
	ITB.49	Grievance Redressal	21
	ITB.50	Complaint Review Mechanism	21
SECTION	**III**	**BID DATA SHEET (BDS)**	**22**
SUB SECTION	A.	INTRODUCTION	22
SUB SECTION	B.	BIDDING DOCUMENTS	22
SUB SECTION	C.	PREPARATION OF BIDS	23
SUB SECTION	D.	SUBMISSION OF BIDS	23
SUB SECTION	E.	BID OPENING AND EVALUATION	24
SUB SECTION	F.	AWARD OF CONTRACT	24
SECTION	**IV**	**APPENDICES TO BID**	**25**
	APPENDIX-A	**SCOPE OF SERVICES (SOS)**	**25**
SUB SECTION	**A.**	**SCOPE OF SERVICES AND SERVICES SCHEDULE**	**26**
	SOS.1	Scope of Services	26
	SOS.2	Services Schedule	26
	SOS.3	Tools and Equipment (T&E) for Execution of Services	26
SUB SECTION	**B.**	**DETAILS OF SERVICES**	**27**
	SOS.4	Operational Services	28
	SOS.5	Maintenance Services	28
	SOS.6	Technical Support Services	28
SUB SECTION	**C.**	**FREQUENCY OF SERVICES**	**29**
	SOS.7	Daily Services	30
	SOS.8	Weekly / Biweekly / Monthly Services	31
	SOS.9	Annual Services	32
	SOS.10	Frequency of Services	34
SUB SECTION	**D.**	**SCHDULE OF PRICES**	35

		TABLE OF CONTENTS	PAGE NO:
SECTION	**V**	**STANDARD FORMS OF BID**	**36**
	Form-B1	Form of Authorization for Bidder's representative	
	Form-B2	Form of Bid or letter of Bid for Technical Proposal	
	Form-B3	Form of Bid Security (Bank Guarantee)	
	Form-B4	Form of Bidder's Information	
	Form-B5	Form of Undertaking	
SECTION	**VI**	**TECHNICAL EVALUATION CRITERIA (TEC)**	**45**
SUB SECTION	**A.**	**PRELIMINARY ELIGIBILITY AND RESPONSIVENESS CHECKS**	
SUB SECTION	**B.**	**BASIC CONDITIONS FOR QUALIFICATIONS & TEC CHECKS (QTC)**	
	QTC.1	Basic Conditions for Qualification	
	QTC.2	Technical Evaluation Criteria Checks	
SUB SECTION	**C.**	**TECHNICAL EVALUATION CRITERIA CONSIDERATIONS (TECC)**	
SECTION	**VII**	**SCHEDULE OF PRICES / BILL OF QUANTITIES**	**50**
		BOQ 1	**51**
		BOQ 2	**62**
SECTION	**VIII**	**GENERAL CONDITIONS OF CONTRACT (GCC)**	**53**
SUB SECTION	**A.**	**AWARD OF CONTRACT**	**54**
	GCC.1	Definitions	
	GCC.2	Application and Interpretation	
	GCC.3	Conditions Precedent	
	GCC.4	Governing Language	
	GCC.5	Applicable Law	
	GCC.6	Effective Date and Term of Contract	
	GCC.7	Relationships of the Parties	
	GCC.8	Assignment	
	GCC.9	Representatives	
	GCC.10	Notices	
	GCC.11	Independent Service Provider Status	
	GCC.12	Force Majeure	
	GCC.13	Integrity Pact	
	GCC.14	Amendments	
	GCC.15	No Waiver	

		TABLE OF CONTENTS	PAGE NO:
	GCC.16	Miscellaneous provisions	
SUB SECTION	**B.**	**OBLIGATIONS OF THE SERVICE PROVIDER**	**60**
	GCC.17	Scope of Services	
	GCC.18	Services Schedule	
	GCC.19	Standards for Performance of the Services	
	GCC.20	Quality Control	
	GCC.21	Staff Standards	
	GCC.22	Services tools, material and equipment	
	GCC.23	Access to Office	
	GCC.24	Compliance	
	GCC.25	Compliance with all the Regulatory Requirements	
	GCC.26	Operation and Maintenance Records and Reports	
	GCC.27	No Liens or Encumbrances	
	GCC.28	Emergency Action and prompt intimation to NBP	
	GCC.29	Action in Extraordinary Circumstance	
	GCC.30	Meetings	
	GCC.31	Performance Security (Guarantee)	
	GCC.32	Submission of Bills	
	GCC.33	Limitations of Service Provider	
	GCC.34	Execution of Documents	
	GCC.35	Proprietary Information	
	GCC.36	Warranties	
	GCC.37	Breach of Contract	
	GCC.38	Conflict of Interests	
SUB SECTION	**C.**	**OBLIGATIONS OF NBP**	**67**
	GCC.39	Information	
	GCC.40	Access and availability of Premises	
	GCC.41	Arrangement of Parts; or any material	
	GCC.42	Staff	
	GCC.43	Emergency Action	
	GCC.44	Performance / Completion Certificate	
	GCC.45	Payment of Monthly Bills	
SUB SECTION	**D.**	**PAYMENTS TO THE SERVICE PROVIDER**	**69**
	GCC.46	Payments	
	GCC.47	Services Fee	
	GCC.48	Annual Services Fee	
	GCC.49	Contract Price	
	GCC.50	Currency of Payment	
	GCC.51	Taxes and Duties	
	GCC.52	Terms and Conditions of Payments	
SUB SECTION	**E.**	**PROCEDURE OF VERIFYING PAYMENTS**	**71**
	GCC.53	Annual Availability	
	GCC.54	Liquidated Damages and Deductions	
SUB SECTION	**F.**	**PROCEDURE, PLANS AND REPORTING**	**73**
	GCC.55	Procedures Manual	
	GCC.56	Annual Inspection & Maintenance Plan	

SUB SECTION		**TABLE OF CONTENTS**	**PAGE NO:**
	GCC.57	Operating data and Record	
	GCC.58	Accounts and Reports	
	G.	**TERMINATION OF CONTRACT**	**75**
	GCC.59	Term	
	GCC.60	Termination for Default	
	GCC.61	Termination for Force Majeure	
	GCC.62	Termination for Bankruptcy or Insolvency	
	GCC.63	Termination for Convenience	
	GCC.64	FIRE FIGHTING SYSTEM and Allied equipment at end of term	
	GCC.65	Payment upon Termination	
SUB SECTION	**H.**	**INDEMNIFICATION AND LIABILITIES**	**78**
	GCC.66	Indemnification by Service Provider	
	GCC.67	Indemnification by NBP	
	GCC.68	Environmental Liabilities	
	GCC.69	First Aid Facilities	
	GCC.70	Utilities Provision	
	GCC.71	Furniture and Fixtures	
	GCC.72	Limitations of Liabilities	
SUB SECTION	**I.**	**CONFIDENTIALITY**	**81**
	GCC.73	Service Provider	
	GCC.74	NBP	
	GCC.75	Exceptions	
	GCC.76	Required Disclosure	
SUB SECTION	**J.**	**RESOLUTION OF DISPUTES AND ARBITRATION**	**82**
	GCC.77	Resolution through Discussions	
	GCC.78	Arbitration	
	GCC.79	Continued Performance	
SUB SECTION	**K.**	**CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**	**83**
	GCC.80	Code of Conduct	
	GCC.81	Mechanism of Blacklisting	
SECTION	**IX**	**SPECIAL CONDITIONS OF CONTRACT (SCC)**	**85**
SUB SECTION	A.	GENERAL PROVISIONS	
SUB SECTION	B.	OBLIGATIONS OF THE SERVICE PROVIDER	
SUB SECTION	G.	TERMINATION OF CONTRACT	
SUB SECTION	I.	CONFIDENTIALITY	
SUB SECTION	J.	RESOLUTION AND DISPUTES	
SECTION	**X**	**FORMS OF CONTRACT**	**88**
	Form-C1	Form of Performance Security	89
	Form-C2	Form of Contract Agreement	91
	Form-C3	Form of Integrity Pact (For Contract Value above Rs.10 M)	93
CHECK LIST			95

SECTION–I
INVITATION FOR BIDS

NATIONAL BANK OF PAKISTAN

INVITATION FOR BIDS

CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD (CONTRACT DURATION THREE YEARS)

National Bank of Pakistan, a leading commercial bank of the country invites e-bids from the experienced companies / firms for aforesaid works. The interested bidder who complies with the following eligibility criteria may participate in the bidding. The Contract will be initially for **Three Years (03 yrs.)**, which can be extended further with mutual consent. Eligibility criteria for bidding document consists of the following.

1. The Operator should have a valid registration in Pakistan Engineering Council in financial category C-6 or above with Specialization Code ME-02 (Firefighting) on bidding date.
2. Only firms who have successfully completed Firefighting of similar nature of works during last ten (10) years
3. An active status on FBR Active taxpayer List & on Provincial active List.
4. An affidavit on e-stamp paper of Rs.500/- for undertaking that the firm have never been indulged in any litigation and have never been blacklisted by any department/organization

Bidding documents, containing detail terms and conditions, etc. are available electronically and can be downloaded from EPADS-PPRA web site www.eprocure.gov.pk free of cost.

Bids should be submitted electronically ONLY through EPADS. Manual submission of bids is NOT allowed. For registration and training on EAPDS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

The bids, prepared in accordance with the instructions in the bidding documents along with bid security instrument (Rs.300,000/) & Proof of Eligibility documents as specified in bid documents in favor of the undersigned must be submitted through EPADS by **July 16, 2026 at 11:30 AM**. Bids will be opened on the same day at **12:00 PM**

Note: Original Bid Security instrument MUST BE submitted to the undersigned before closing hours of the bids submission time.

WING HEAD
ENGINEERING WING (NORTH)
NATIONAL BANK OF PAKISTAN
G-5/1 BUILDING, ISLAMABAD
PH: +92-51-9203117

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).

A - INTRODUCTION

ITB.1 Scope of Bid

1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as "**NBP**" invites Bids for the Services specified in the Bid Data Sheet (BDS) and consolidated details given in Appendix-A to Bid - Scope of Services; of Section IV – Appendices to Bid; hereinafter referred to as the "**Services**"; at the location/area(s) as specified in the BDS; hereinafter referred to as "the Premises".

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

1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the "**Most Advantageous Bidder**"; to be declared in accordance to Clause ITB.33 will be expected to perform the Services for the Contract Duration specified in BDS (Three Years).

ITB.2 Sources of Funds

2.1 NBP will utilize its own Funds.

ITB.3 Eligible Bidders

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

3.2 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Services.

3.3 Joint Ventures or Consortium shall not be permitted to submit the bid.

3.4 Bidder should be registered with FBR for Income Tax Purpose and Sales Tax Department as specified in BDS and should be on Active Taxpayers List of FBR.

3.5 Bidder may be registered with Pakistan Engineering Council (PEC), if being specified in the BDS. In such case bidder will be required to have valid registration with Pakistan Engineering Council (PEC) ME02 (Firefighting) in relevant Category and Specialized Code as specified in the BDS.

3.6 A Bidder may be ineligible if:

a) he fails to furnish necessary documentary evidence in pursuant to Sub Clauses ITB.3.2,3.4 and 3.5 respectively;

b) he fails to submit an undertaking against blacklisting or debar as per Sample Form-B6 i.e. Form of Undertaking under Section-V i.e. Standard Forms of Bid.

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

a) have a close family or business relationship with any NBP's Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.

b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the NBP to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.

c) have controlling shareholders in common; or

d) receive or have received any direct or indirect subsidy from any of them; or

e) have the same legal representative for purposes of this Bid; or

f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the NBP regarding this Bidding process; or

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

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

Bidders shall provide such evidence of their continued eligibility to the satisfaction of the NBP, as NBP shall reasonably desire in the Technical Evaluation Criteria.

ITB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid.

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

ITB.5 Cost of Bidding

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

ITB.6 Authorized Representative(s) of the Bidder

6.1 It will be the responsibility of the bidder as specified in the BDS; to authorize any person or persons to act on his behalf, for the purpose of contacting NBP; including the following but not limiting to;

a) issue bidding documents;
b) seek clarifications regarding the bidding documents;
c) conduct a site visit;
d) sign and stamp the bidding documents (each page of Bidding document);
e) sign and stamp the Forms of bid;
f) sign and stamp the Form of Bidder's Information;
g) sign and stamp the Form of Undertaking;
h) submit request for the withdrawal, substitution or modification of the bid;
i) or attend the pre-bid meeting (if proposed) or;
j) participate in the bid opening process;
k) sign on any unsigned figures or text being cancelled or deleted or corrected prior to bid opening; or to append the bid price in words as per the demand of the NBP's Tender Opening Committee; provided the bid price was only given in figures at the time of bid opening;
l) Correspond during post evaluation process and thereafter.

6.2 Except for Sub Clause ITB.6.1 (b), (c) or (i) and as specified in the BDS; this authorization shall consist of a written confirmation; in a format as specified in the Form B1 i.e. Authorization Form for Bidder's Representative of Section V I.e. Standard Forms of Bid and shall be attached to the Bid. The authorization must be in writing and included in the bid under ITB.14.1. The name and positionheld by such person signing the authorization must be typed or printed below the signature.

ITB.7 Site Visit

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

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

ITB.8 Sub-Contracting

8.1 Sub-Contracting is not allowed.

ITB.9 Bid Opening Procedure

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

B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

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

a) Section I Invitation for Bids.
b) Section II Instructions to Bidders (ITB)
c) Section III Bid Data Sheet (BDS)
d) Section IV Appendices to Bid (Including the following)
A-Scope of Services,
B-FIRE FIGHTING SYSTEM WITH Allied accessories
C-Proposed Management Plan to perform Services
e) Section V Standard Forms of Bid (Including the following)
Form-B1: Authorization Form for Bidder's Representative
Form-B2: Letter of Bid for Bid/Proposal
Form-B3: Bid Security Form (applicable if Bid Security is submitted in a form of Bank Guarantee)
Form-B4: Bidder's Information
Form-B5: Undertaking
f) Section VI Technical Evaluation Criteria
g) Section VII Schedule of Prices (BOQ)
h) Section VIII General Conditions of Contract (GCC)
i) Section IX Special Conditions of Contract (SCC)
j) Section X Forms of Contract
Form-C1: Form of Performance Security
Form-C2: Form of Contract Agreement
Form-C3: Form of Integrity Pact

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

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

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

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

11.1 Any prospective bidder requiring any clarification(s) may notify NBP in writing at the given address and by one of the means as indicated in the BDS. NBP within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing or in electronic form to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Sub Clause ITB.24.1.

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

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

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

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

11.5 Any modifications to the Bidding Documents listed in Sub Clause ITB 12.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the NBP exclusively through the use of an Addendum following the procedure under Clause ITB.12. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

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

ITB.12 Amendment of Bidding Documents

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

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

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

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

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

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

C – PREPARATION OF BIDS

ITB.13 Language of Bid

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

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

14.1 The Bid prepared by the Bidder shall constitute the components to be submitted in separate envelopes as given hereunder in Sub Clause of ITB.14.

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.14-4 Sufficiency of Bid

14.5 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.

14.6 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.15 Documents Establishing Bidder's Eligibility and Qualifications

15.1 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.15-2 Documents Establishing Works' Conformity to Bidding Documents

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

15.4 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.16 Forms of Bid

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

16.2 No alteration is to be made in the Forms 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 notfully complied with, the bid may be rejected.

16.2 The Forms of Bid should be filled, signed and stamped by the authorized representative of the bidder

pursuant to Clause ITB.6.1; otherwise, the bid will be rejected pursuant to Sub Clause ITB.30.4.

ITB.17 Bid Prices

17.1 The Bid Prices quoted by the Bidder in the Form of Bid – Letter of Bid for Financial Proposal and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.17 or exclusively mentioned hereinafter in the bidding documents.

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

17.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities 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.

17.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as non-Responsive and shall be rejected, pursuant to Sub Clause ITB.30.3.

17.5 The exemption in Taxes will onlybe allowed against an Exemption Certificate issued by therespective Federal / Provincial Department.

ITB.18 Currencies of Bid and Payments

18.1 The price shall be quoted by the Bidder in Pak Rupees and thepayments to be made by NBP would be in Pak Rupees as well.

ITB.19 Bid Validity Period

19.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by NBP as non-Responsive, pursuant to Sub Clause ITB.30.3.

19.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, NBP may request the bidder's consent toan 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.

19.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Clause ITB.19 in all respects.

19.4 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.20 Bid Security

20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the amount and currency as specified in the BDS in any of the following forms:

a) A Payment Order/Demand Draft/CDR

b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section VI (Standard Forms) of the bidding documents or any other amended format duly approved by NBP prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.19.3. In either case, the form must include the complete name of the Bidder;

20.2 The Bid Security shall be payable promptly upon written demand by NBP in case any of the conditions listed in Sub Clause ITB 20.6 are invoked.

20.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.20.1; shall be rejected by NBP as non- responsive, pursuant to ITB 30.

20.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to Clause ITB.19. NBP shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a) the expiry of the Bid Security;

b) the entry into force of a procurement contract and the provision of a performance security (guarantee), for the performance of the contract if such a security (or guarantee), is required in the Biding documents;

c) the rejection by the NBP of all Bids;

d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.

20.5 The most advantageous Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 42, or furnishing the performance security guarantee), pursuant to ITB 40.

20.6 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity or

b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause ITB31.2 hereof;

c) In the case of a most advantageous bidder, if he fails to:

i) Furnish the required Performance Security Guarantee inaccordance with Clause ITB.40.1, or

ii) Sign the Agreement, in accordance with Clause ITB.40

ITB.21 Alternative Bids by the Bidder

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

ITB.22 Format and Signing of Bid

22.1 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 24.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the bid.

D – SUBMISSION OF BIDS

ITB.23 SUBMISSSION OF BID

23.1 The Bidder shall submit electronic bids as per the requirements of e-procurement systems EPADS

23.2 Deadline for Submission of Bids and for opening of bids, as given in the advertisement shall be the same.

23.3 Bids shall be opened 30 minutes after the submission time

ITB.23-4 Sealing and Marking of Bids

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

ITB.24 Deadline for Submission of Bids

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

24.2 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.

24.3 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.25 Late Bids

25.1 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.26 Withdrawal, Substitution and Modification of Bids

26.1 The bidder may modify or withdraw its bid after submission through EPADS prior to the deadline prescribed for bid submission

26.2 Revision of bid may be submitted electronically through EPADS after withdrawal of original bid before the deadline of submission of bid

26.3 No bid may be modified after the deadline of submission of bids.

26.4 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.

26.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security, pursuant to Sub Clause ITB.20.6 (a).

E – BID OPENING AND EVALUATION

ITB.27 Opening of Bids

27.1 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.

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

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

27.4 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.

27.5 Financial proposals shall be treated one by one at a time. The following details shall be treated:

BOQ 1) Monthly Amount with Total Bid Amount for 03 Years amount

BOQ 2). One time repair/replacement job amount

27.6 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.

27.7 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

27.8 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.

27.9 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.28 Confidentiality

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

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

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

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

28.5 Notwithstanding, Clause ITB 28.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact NBP on any matter related to the Bidding process, it should do so in writing or in electronic

forms that provides record of the content of communication.

ITB.29 Clarification of Bids

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

29.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of clarifications being sought with reference to the Technical Evaluation Criteria, NBP will be the sole judge to ask any bidder to clarify any of its response and documents submitted against the said Criteria, provided that such response from the bidder containing clarification(s) or amended response(s) from the bidder should reflect its factual position at the date of submission of its bid to NBP. No change in the substance of the Bid in pursuant with ITB.29.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the NBP in the evaluation of Financial Bids should be sought in accordance with Clause ITB.31.

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

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

29.4 Notwithstanding Clause ITB.28.4, from the time of Bid opening to the time of Contract award if any Bidder wishes to contact NBP on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

ITB.30 Preliminary Examination & Determination of Responsiveness of the Bids

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

a) is quoted for complete scope of Services and does not deviate from the scope in pursuant with Clause ITB.1.2 and Appendix-A to Bid - Scope of Services under Section IV;
b) meets the eligibility criteria defined in Clause ITB.3;
c) is accompanied with a valid Bid Security in pursuant with Clause ITB.20;
d) is submitted for specified Bid validity period in pursuant with Clause ITB.19;
e) is submitted with Bid prices firm during the currency of the Contract; if it is a Fixed Price Contract (applicable for financial proposals)
f) is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the NBP in the Bidding Documents in pursuant with Clause ITB.14.1;
g) is properly signed in pursuant with Clause ITB.22.3.;
h) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.30.2. NBP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

30.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of

the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

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

30.3 Failure to comply with the ITB.30.1 will result in the rejection of the Bid, being incomplete and non-responsive.

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

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

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

a) *Submit the number of copies of signed bids required in the bidding documents;*
b) Furnish required information concerning the number of its employees;
c) Attach proof of some important elements (eg., a quality standard), while it is stated in its bid that, they are in the possession of such elements;
d) When a bidder does not "check a box" or omits to provide a confirmation Statement;
e) When a bidder does not include some specific self-contained piece of information that makes tem miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a Client etc.
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.

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

ITB.31 Correction of Errors

31.1 Bids of the Bidders; whom Technical Bids/Proposals have been accepted; as determined to be substantially responsive will be checked bythe 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 andquantity, the unit price shall prevail, and the total price shallbe corrected, unless in the opinion of the NBP there is an obvious misplacement of the decimal point in theunit 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 orsubtraction of sub-totals, the sub-totals shall prevail and thetotal 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.

f) if there is any error or discrepancy or cutting or duplicating or over writing NBP has the right to reject the bid.

31.2 The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon theBidder. If the Bidder does not accept the corrected amount, the Bidwill be rejected, and the Bid Security may be forfeited, in accordance with Sub Clause ITB.20.6.

ITB.32 Evaluation and Comparison of Bids

32.1 NBP will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.30.

32.2 The submitted Bid/Proposal will be evaluated on compliance-based criteria as specified in the bidding documents and Technical Evaluation Criteria respectively.

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

a) Making any corrections for the arithmetic errors pursuant to Clause ITB.31.

b) Discount, if any offered by the bidders should be clearly mentioned.

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

32.5 No other evaluation criteria or methodologies shall be permitted.

32.6 The Financial Bids of the only technically accepted/responsive bids will be treated and the bid found to be the Most Advantageous shall be accepted.

32.7 If the Bid of the Successful / Most Advantageous Bidder is seriously unbalanced in relation to the NBP's estimate of the cost of work or Services to be performed under the Contract, NBP may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities / Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, NBP may require that the amount of the Performance Security set forth in Clause ITB.32 be increased at the expense of the Successful / Most Advantageous Bidder to a level sufficient to protect NBP against financial loss in the event of default of the successful bidder under the Contract.

ITB.33 Determination of Most Advantageous Bid

33.1 The financial bid with the lowest evaluated price from amongst those, whose bidders are eligible and qualified, bids are compliant to applicable laws and other terms and conditions of the bidding documents and technical bids/proposals are accepted and declared as Substantially Responsive; shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".

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

ITB.34 Post-Qualification of Abnormally Low Financial Proposal

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

a) NBP may reject a Bid if NBP has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the Services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract

b) Before rejecting an abnormally low Bid NBP shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;

c) The decision of NBP to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;

d) NBP shall not incur any liability solely by rejecting abnormally low Bid; and

e) An abnormally low Bid means, in the light of the NBP's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.

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

a) Comparing the bid price with the cost estimate;

b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

c) Comparing the bid price with prices paid in similar contracts in the recent past by NBP or any other Federal or Provincial Department / Organization / Agency.

34.3 NBP will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.15 or Technical Evaluation Criteria.

34.4 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15 or Technical Evaluation Criteria, as well as such other information as NBP deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.

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

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

ITB.35 Posting of Bid Evaluation Reports

35.1 The Bid Evaluation Reports / Results shall be announced as under:
Financial / Final Evaluation Report would be posted on NBP and PPRA for at least fifteen (15) days, prior to award of Contract to the Most Advantageous Bidder.

FOR NATIONAL BANK OF PAKISTAN

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

F – AWARD OF CONTRACT

ITB.36 Criteria of Award

36.1 Subject to Clause ITB.35, NBP will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.33.

ITB.37 NBP's Right to Reject All Bids

37.1 Notwithstanding ITB.36, NBP reserves the right to reject all the bids or proposals, and to annul the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33 (1) of PPR-2004. NBP shall upon request communicate to any of the affected bidders who submitted a bid or proposal, the grounds for rejection of all bids or proposals, but is not required to justify those grounds.

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

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

ITB.38 NBP's Right to Vary Quantities at the Time of Award

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

ITB.39 Notification of Award (Letter of Acceptance)

39.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.35, and where no complaint or grievance in written is received by NBP within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of NBP prior to the expiration of the original/extended Bid Validity Period in writing or electronic forms that provide record of the content of communication.

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

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

39.4 The notification of award i.e. "Letter of Acceptance" will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security Guarantee in accordance with Clause ITB.40 and signing of the Contract in accordance with Clause ITB.42.

39.5 Upon furnishing of the Performance Security Guarantee pursuant to Clause ITB 40, NBP will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.20.4.

ITB.40 Performance Security (Guarantee)

40.1 After the receipt of the Letter of Acceptance, the most advantageous Bidder, within the number of days specified in the BDS or as stated in the Letter of Acceptance, shall deliver to the NBP a Performance Security (Guarantee) in the form of Banks guarantee amount and in the form stipulated in the BDS as per relevant rules.

40.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which

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

ITB.41 Disqualification Prior to Contract Signing

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

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

ITB.42 Signing of Contract Agreement

42.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NBP will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties; or may ask him to submit the Contract Agreement (Contract) subsequently in writing or through the Letter of Acceptance; issued in pursuant to Clause ITB.39.

42.2 The formal Agreement between NBP and the most advantageous bidder shall be executed within number of days as specified in the BDS; from the receipt of Form of Agreement or notification of submission of Contract Agreement in writing or through the Letter of Acceptance; by the most advantageous bidder from NBP.

42.3 Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, NBP will discharge its bid security.

42.4 Immediately after the Redressal of grievance by the GRC (if there exist any), and after fulfillment of all condition's precedent of the Contract Form, the successful Bidder and the NBP shall sign the contract

ITB.43 Advance Payment

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

43.2 Provided, an advance payment is allowed in pursuant with ITB.43.1; it will be released after receipt of an Advance Payment Security (Guarantee) in a form of valid Bank Guarantee issued by any Scheduled Bank of Pakistan; in a format to be provided by NBP after signing of the Contract Agreement.

ITB.44 Arbitrator

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

ITB.45 Integrity Pact

45.3 Under Rule 7 of PPR 2004, the Most Advantageous Bidder should undertake to sign an Integrity pact in accordance with the prescribed format given in Form-C3 of Section X of the Bidding documents on its letterhead or with the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.46 Overriding Effect of PPR-2004

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

G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.47 Code of Conduct

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

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

a) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

b) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;

c) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

d) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

e) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"

47.2 In pursuant to Rule 19 of PPR-2004, NBP can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.47.

ITB.48 Mechanism of Blacklisting

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

a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;

b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.

48.2 The show cause notice shall contain:

a) precise allegation, against the bidder or contractor;

b) the maximum period for which NBP proposes to debar the bidder or contractor from participating in any public procurement of the NBP; and

c) the statement, if needed, about the intention of the NBP to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

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

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

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

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

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

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

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

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

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

48.11 The decision of PPRA will be considered as Final.

H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.49 Grievances Redressal & Compliant Review Mechanism

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

ITB.50 Compliant Review Mechanism

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

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

SECTION–III
BID DATA SHEET (BDS)

The following specific data for services to be procured shall complement, supplement or amendthe 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 & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEMWITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

as per scope of services detailed in appendixes to bid i.e. scope of services.

Premises:

NBP, G-5/1 Building, Islamabad

1.2 **Contract Duration:**

Three (03) Years.

SUB SECTION B – BIDDING DOCUMENTS

1.3 **Original Bid to be submitted:**

One Original via EPAD

1.4 **Means for Clarifications:**

Courier/Postal Service or by email

NBP's Address & Email for Clarifications:

Departmental Head, Electrical/Mechanical; Engineering Wing North Office, Engineering Group, LCMG; NBP, G-5/1 Building, Islamabad;

rouf.khan@nbp.com.pk,

muhammad.nawaz14@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

1.5 **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.

1.6 Clarifications for Pre bid Meeting

Two (02) day

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

Three (03) days

FOR NATIONAL BANK OF PAKISTAN

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

SUB SECTION C – PREPARATION OF BIDS

1.8 **Period of Bid Validity:**
One Hundred Eighty (180) days from the date of Bid Opening.

1.9 **Bid Security:**
Rs. 300,000/- (Rupees Seventy-Five Thousand Only), valid for a period of 28 days beyond the period of bid validity.

1.10 **Number of Copies of the Bid to be submitted:**
Same as specified above at Clause through EPAD

SUB SECTION D – SUBMISSION OF BIDS

1.11 Through EPAD
Title and Identification Number of Project / Contract:
CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEMWITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

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

1.12 **Deadline for Submission of Bids:**
As specified in the Notice for Invitation for Bids.

SUB SECTION E – BID OPENING AND EVALUATION

1.13 **Venue, Time, and Date of Bid Opening:**
As specified in the Advertisement ''Invitation for Bids'' published.

SUB SECTION F – AWARD OF CONTRACT

1.14 **Quantities Variations:**
Not more than 15% of related items.

1.15 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**
Within three (03) working days from the date of receipt

1.16 **Performance Guarantee to be submitted by the Most Advantageous Bidder as per relevant rules** Within SEVEN (07) working days from the date of receipt of Letter of Acceptance.
Amount and Form of Performance Security Guarantee:
10% 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.

1.17 **Submission of Contract Agreement Form to Most Advantageous Bidder:**
Within TEN (10) 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 given or amended by the Employer (if required).

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

1.19 **Advance Payment:**
No advance Payment is allowed.

FOR NATIONAL BANK OF PAKISTAN

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

SECTION–IV
APPENDIX - A TO BID

A – SCOPE OF SERVICES & SERVICES SCHEDULE

SOS.1 Scope of Services

1.1 The Bidder shall be responsible for the continuous and uninterrupted **CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEMWITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD** Smoke detectors, FACP, main control panel, electrical controls hose points, cabling, piping, pumps, valves, gaskets firefighting points & other misc. allied accessories of complete firefighting system as per relevant standards

1.2 The Bidder shall be responsible to maintain & service complete **CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEMWITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD**

1.3 The Bidder shall maintain at the premises, necessary tools/equipment and Safety equipment required for said services.

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

SOS.2 Services Schedule

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

a) 24/7 during at NBP G5/1 Building Islamabad (02 operators be deputed 24/7).
b) Operational Services for complete Firefighting system with allied accessories.
c) preventive and corrective maintenance, be regular carried out in accordance with relevant rules & record maintained.
   (i) Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services or Maintenance Services for Firefighting system& Accessories with necessary Electromechanical Services with allied accessories.
   (ii) Maintain Log sheet and O&M Manual as per civil defense & municipal corporation requirements

2.2 In case of any operation of Firefighting system 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

4.1 Services for immediate removal and appropriate disposal of waste and of other such items according to municipal codes and environmental standards.

4.2 Services for cleaning and general upkeep of Pumps, valves, Motors, Electrical Distribution Panels, water piping distribution, Pump Room, control panels with others accessories

4.3. Dosing water treatment chemicals as per approved standards as per requirements.

4.4 The Bidder shall be responsible for making good any damage to firefighting system

4.5 Attending to phone calls and responding as necessary.

4.6 The daily visit at each floor at different locations shall be recorded at least twice daily.

4.7 The equipment operational parameters shall be recorded at suitable intervals.

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

4.9 Complete safeties monitoring of the FIRE FIGHTING SYSTEM, 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.

4.10 Monitoring's system for abnormal conditions like amperes, voltages, frequency, noise, vibration or any other abnormal condition of firefighting system.

4.11 Maintain and operate complete firefighting system as per relevant standards with its allied equipment.

4.12 Monitoring Pumps, smoke detectors & allied accessories on daily basis.

4.13 Checking prior operation for proper smooth services on daily basis.

4.14 Checking and testing the Firefighting system for proper smooth services daily.

4.15 Immediate attending of complete firefighting system with allied equipment in case of emergency (24/7).

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

4.17 Operational of firefighting system along with complete system 24/7.

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

4. 19 Smooth operations as well as adequate servicing and maintenance of Complete firefighting system i.e., system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, valves, fitting, hose pipe, nozzles including allied accessories.

SOS.5 MAINTENANCE SERVICES

5.1 The periodical and preventive maintenance/service of the firefighting system and allied equipment shall be carried out on daily/monthly /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/ recorded in the daily log sheets/books. The Bidder shall complete the annual servicing, maintenance, repairs and service during this period so that the equipment isin full working order following service. Checklists and reports for the services must be submitted to the NBP.

5.2 The Bidder shall attend maintenance or repair work of the FIRE FIGHTING SYSTEM and Allied Equipment on priority basis and if required the maintenanceservices for rectification of equipment may be provided after office hours or onholiday(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 Client well in advance about any maintenance/repair/service work scheduled to be

done by the Bidder after office hours or on holiday(s).

5.3 Carrying out routine maintenance and making sure all electrical systems areoperating normally for the equipment.

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

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

5.6 Providing assistance in painting of air devices, pumps, pipe lines, Pump room, Machine Rooms, Bracket etc.

5.7 Provide assistance in emergency situations.

5.8 Provide assistance in troubleshooting or repair and rectification work.

5.9 Resolution of fault of FIRE FIGHTING system and allied equipment.

5.10 Any other work assigned by Engineer or NBP.

SOS.6 TECHNICAL SUPPORT SERVICES

6.1 Ensuring that the operation, maintenance and servicing of the entire Firefighting system being carried out adequately, smoothly and un-interrupted.

6.2 Inspecting FIRE FIGHTING system and its allied components and equipment as well as inside the building for ensuring the integrity of the FIRE FIGHTING 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.

6.3 Dealing with any emergency-like situations and taking proper measures inresolving the issues that crop up during the operation, servicing and maintenance of the FIRE FIGHTING system system.

6.4 Supervision of activities and liaison with the Engineer and NBP's Staff in emergencysituations.

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

6.7 Carrying out routine maintenance and making sure all electrical systems areoperating normally for the equipment.

6.8 Attending to phone calls and responding as necessary.

6.9 Monitoring system for abnormal amperes, voltages, frequency, noise, vibrationor any other abnormal condition.

6.10 Reporting to NBP and Calling for external help in emergency situations andwhenever necessary.

6.11 Supervision of inspection and maintenance activities; necessary to maintain the FIRE FIGHTING system in trouble-free and smooth operatingcondition.

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

6.13 Provide assistance in emergency situations.

6.14 Provide assistance in troubleshooting or repair and rectification work.

6.15 Carry spare parts, tools or documentation between work sites.

6.16 Smooth and uninterrupted services through periodical inspections andmonitoring.

6.17 Resolution of fault of FIRE FIGHTING system and allied equipment.

6.18 Going off-site to bring in parts, material, documents or consumables asinstructed by the Engineer.

6.19 Any other work assigned by Engineer or NBP.

C – FREQUENCY OF SERVICES

1. Monthly Maintenance work to be carried out as per instructions by the Engineer.
2. Parts to be changed where necessary.
3. Instruction given in the Manufacturer's Manuals to be followed (if available and on record).
4. Record of various checks and tests to be maintained for further reference.
5. A satisfactory report on annual maintenance will be provided to the Engineer or NBP.
6. **Daily Services** Complete over all visual and general inspection of the FIRE FIGHTING system;
7. Startup of the Pumps, FACP &
8. Maintaining Daily log sheets for the operation for hydrant, pressures, levels etc.;
9. Vacuuming / purging of the pipe lines as per requirement;
10. Checking of Gas Pressure;
11. Checking operation of safeties;
12. Maintaining water Hydrant system
13. Checking and monitoring of the firefighting pumps such as Refrigerant pump, Solution pump, Purge pump etc.;
14. Checking of all safeties;
15. Checking water/refrigerant level of chill

SOS.7 Daily Services

7.1 Check for the working of all electrical & mechanical components of the FIRE FIGHTING system Equipment.
7.2 Check complete system & properly monitor.
7.3 Maintain log sheets/log book for daily operation.
7.4 Any service or running repairs required during the operation of the system.
7.5 Cleaning of the equipment machinery and complete system and respective Premises area.
7.6 cleaning of Fire hose cabinets
7.7 Service of automatic and safety controls of equipment and system.
7.8 Checking of belt driven equipment and adjustment of belt tension and alignment.

SOS.8 Weekly/Monthly Services

8.1 cleaning of fire hose cabinets.
8.2 Flushing and cleaning of valves.
8.3 Cleaning of FCAP & smoke detectors
8.4 Service of automatic and safety controls of equipment and system.
8.5 Checking of belt driven equipment and adjustment of belt tension and alignment.
8.6 Checking of water levels and controls valves.
8.7 Changing of parts due to normal wear and tear when necessary.
8.8 Checking and adjustment of all pressure and safety devices.
8.9 Adjustment and lubrication/ greasing of bearings & glands of equipment.

SOS.9 Annual Services

9.1 Annual Maintenance work to be carried or as per instructions by the Engineer.
9.2 Parts to be changed where necessary.
9.3 Instruction given in the Manufacturer's Manuals to be followed (if available and on record).
9.4 Record of various checks and tests to be maintained for further reference.
9.5 A satisfactory report on annual maintenance will be provided to the Engineer or NBP.

SOS.10 Frequency of Services for (FIRE FIGHTING SYSTEM/ system) with allied accessories

Daily Services

10.1 Complete over all visual and general inspection of the FIRE FIGHTING system
10.2 Startup of the Pumps
10.3 Maintaining Daily log sheets for etc.;
10.4 Vacuuming / purging of the system as per requirement;
10.5 Checking of hydrant Pressure;
10.6 Checking operation of safeties;
10.7 Checking of all safeties;
10.8 Checking water level;
10.9 Monitor Set Points of the FIRE FIGHTING system;
10.10 Monitor for the working of all electrical & mechanical components of the equipment;
10.11 Any service or running repairs required during the services of the FIRE FIGHTING system;
10.12 General Upkeep of the equipment machinery and complete FIRE FIGHTING system Premises;
10.15 Recording continuous and uninterrupted management services basis;
10.16 Monitoring the control panel from dust and other external material which could be harmful

Monthly Services 11

11.1 Checking Amperes, Performance and Abnormality of system, FCAP, electrical wiring, fan motors, piping, valves etc.;
11.2 Confirmation of setting values of safety devices and control devices;
Refrigerant Blow down (If necessary);
11.3 Checking of all safeties;
11.4 Cleaning of system complete
11.5 Monitor Set Points and safety cutouts of FIRE FIGHTING system;
11.2 Monitor the FIRE FIGHTING system for refrigerant or Oil leakage;
Flushing and cleaning of piping network;
11.3 Monitoring of Valves for normal working;
Inspection & Service of automatic and safety controls of FIRE FIGHTING system;
Monitoring of and changing (if required);
Changing of parts due to normal wear and tear when necessary;
Monitoring and adjustment (if required) of all pressure and safety devices;

Annual Services 12

12.1 Pressure checking of FIRE FIGHTINGs systems
12.2 Checking & Servicing of firefighting system

12.1 Checking and Servicing of Firefighting system Eliminators;
12.2 Servicing of FIRE FIGHTING System;
12.3 Servicing of Pipe lines as per standards;
12.4 Calibration of sensors (if found faulty will inform accordingly);
12.5 Confirmation of setting values of safety devices and control devices;
12.6 Checking of all safety devices and adjustment if required;
12.7 Servicing of control panel;
12.8 Checking FACP with smoke detectors
12.9 Checking and adjustment of complete system as per relevant standards
12.10 Checking of all safeties, monitoring of Compressor Oil and Recommendation for change if required; Monitoring of Electrical Terminals and tightening of loose connections, assure that all bearings are lubricated;
12.11 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 FIRE FIGHTING SYSTEM system

13 Daily Services & Operation Time

a) Complete over all visual and general inspection of the FIRE FIGHTING system;
b) Startup of the system
c) Maintaining the daily data log sheets for the operation.
d) Monitor for the working of all electrical & mechanical components of the equipment;
e) Any service or running repairs required during the services of the FIRE FIGHTING SYSTEM or System;
f) General Upkeep of the equipment machinery and complete system& machines;
g) Recording continuous and uninterrupted management services of the Firefighting system parameters on hourly basis;
h) Monitoring the control panel of the system from dust and other externalmaterial which could be harmful for controls and operation
i) Duty time and staff availability should be 24/7 and as per advised by the Engineer in-charge.

APPENDIX - B TO BID

FIRE FIGHTING SYSTEM EQUIPMENT

PE.1 List of Machines; Equipment and Systems

S.NO	Description	Qty
1	**Pumps with allied motors** Fire Fighting system with Pumps with motors	03 No
2	**Fire Alarm Control Panel** FACP with complete accessories	03 No
3	**Smoke detectors at 4 Floors** (Basement, GF, FF,2nd F, 3rd F & 4th Floor) more than 400 Nos.	01 Lot
4	**Components of water pumps with three phase motors and accessories** Three phase electric motor, 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.	03 No
5	**Electrical controls etc**. Electrical Panels, Electrical DBs and all electrical & thermodynamic auto allied Equipment with accessories	01 Lot
6	**Fire Fighting Pipe Network** Network Pipes distributed along buildings for Firefighting system having Fire hose cabinet approx. 21Nos. with fire hose pipe located at all Building **SIAMESE Connection, Fire Hydrants & other Fire control system**	01 Lot
7	Manual Fire Alarm	01 Lot
8	**Misc. Components** Fire fighting system complete with all accessories as per relevant standards.	01 Lot

FOR NATIONAL BANK OF PAKISTAN

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

APPENDIX - C TO BID

PROPOSED MANAGEMENT PLAN (PMP) TO PERFORM SERVICES

(to be filled in by the bidder)

PMP.1 Requirements

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

1.2 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 Staff

2.1 The actual strength of resources / Staff to be deployed at the Premises in pursuant to PMP-1.1; should be categorically specified hereunder by the bidder:

S. No.	Nature of Services	No. of Resources	Qualifications	Experience.
1.	Supervisor/Forman Supervisory & Technical Support Services for the Operation & maintenance Services of FIRE FIGHTING SYSTEM and allied equipment. (Maintain Logbook and O&M Manual) 1.FIRE FIGHTING SYSTEM Operator 2.Techician / Fitter 3.Electrician/Control	**02**		

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

For S#01 Minimum qualifications of Matric with Technical Certificate in relevant trade with minimum three (03) year experience
or
minimum ten (10) year experience in relevant field

FOR NATIONAL BANK OF PAKISTAN

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

APPENDIX - D TO BID

SECTION VII

SCHEDULE OF PRICES / BILL OF QUANTITIES

SCHEDULE OF PRICES / BILL OF QUANTITIES

CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEMWITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

BOQ-1

Rough Cost Estimate BOQ-1

Sr#	Description	Unit	Qty	Unit Rate	Total Amount
1	Magnetic contactor 25Amp	Nos.	2		
2	Electric Relays	Nos.	4		
3	Single pole electric supply breakers (15Amp to 20Amp)	Nos.	2		
4	Finder Relys 220V	Nos.	3		
5	ON/OFF indicator lights	Nos.	7		
6	External panel power indication lights	Nos.	7		
7	Digital ammeter	Nos.	1		
8	Auto manual selector switch	Nos.	1		
9	Multimeters	Nos.	2		
10	Bearings 6313C3	Nos.	1		
11	Bearings 6317C3	Nos.	1		
12	Fire hose nozzles 2-1/2" with fittings	Nos.	24		
13	Fire hose pipe 100ft with M/F Coupling in brass 2-1/2"	Nos.	5		
14	FACP 2ZONE	Nos.	4		
15	Smoke detector	Nos.	6		
16	Manual call points	Nos.	4		
17	Fire hose cabinets glass(24"x24")	Nos.	2		
18	Fire alarm panel batteries dry 12VX1.2 Amp	Nos.	6		
19	Hydrant outer valve 75mm in flange 2.5"	Nos.	4		
20	Pipeline (nonmetallic fiber gaskets) 2.5"	Nos.	14		
22	Pressure gauges 11Bar 3inch	Nos.	1		
23	Enamel paint coating to all pipe line with accessories as per actual length (	job	1		
24	Testing, Commissioning Service , hydrotesting & flushing (of all equipment's and accessories includes	Job	1		

	motors, Pumps, valves, electric panel, welding joints, installation of nozzles with fitting fire alarm, control panels smoke detectors, manual call points, fire hose glass, pressure gauge etc				
	Total Amount				

(In words: only) Rupees _____

BOQ-2

Rough Cost Estimate BOQ-2

Sr#	Description	Monthly Fee/Charges (Rs.) (a)	Annual Fee (Rs.) (b) = (a) x 12
1	OPERATION & MAINTAINANCE SERVICES OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES INSTALLED AT NBP G5/1 BUILDING ISLAMABAD (Min 2: Technicians /operators for 02 shifts. (24/7)		
2	For 1st Year		
3	For 2nd Year		
4	For 3rd Year		
	Total amount (Rs.)		

(In words: only) Rupees _____

GRAND TOTAL PRICE

BOQ 1 + BOQ 2
(…….+ ……..) =

GRAND TOTAL PRICE RS. ……

GRAND TOTAL PRICE (In words) **Rupees** _____
_____

1. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Since participating bidders are required to ensure compliance with relevant laws, therefore, NBP may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
4. While assessing the economic viability, if NBP found that cost quoted by 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.

FOR NATIONAL BANK OF PAKISTAN

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

SECTION–V
STANDARD FORMS OF BID

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

(To be submitted on Bidder's Letterhead)

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

CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

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 nominate **Mr./Ms. _____; working as a/an _____ in our Firm / Company; bearing CNIC # _____ ;** as our lawful representative to perform following assignments on bidder's behalf 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 Forms of Bids;
d) Sign and Stamp the Form of Bidder's Information;
e) Sign and Stamp the Form of Undertaking;
f) Submit request for the withdrawal, substitution or modification of the bid;
g) Participate in the bidding opening process for Bid / Proposal;
h) Sign on any unsigned figures or text being cancelled or deleted or corrected prior to bid opening; or to append the bid price in words; provided the bid price was only given in figures at the time of bid opening; as per the demand of the NBP's Tender Opening Committee.
i) Correspond with NBP for necessary clarifications during evaluation process and thereafter;

Assigner's Sign: _____ **Assignee's Sign: _____**

Official Seal: _____ **Official Seal: _____**

Email Address: _____ **Email Address: _____**

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

FOR NATIONAL BANK OF PAKISTAN

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

Form – B2
(Letter of Bid for Proposal)

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

(The Bidder must prepare this Letter 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 & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

To: National Bank of Pakistan:

Having examined the Bidding Documents including Addenda Nos.__for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of _____ and address _____
and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Bidding Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Bidding Documents and declares as under.

In submitting our Bid we make the following declarations:

1. We understand that all the Forms and Schedules attached hereto form part of this Bid.
2. We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB.11);
3. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
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 19;
5. 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.
6. We undertake, if we qualify and our Bid is accepted, to take up the subject services for thetime period as stated in Bid Data Sheet.
7. We agree to abide by this Bid for a period of 180 days from the date fixed for opening thesame 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.
8. Unless and until a formal contract is prepared and executed, this Bid, together with yourwritten acceptance thereof, shall constitute a binding contract between us.
9. We undertake, if our Bid is accepted, to execute and abide by the Performance Guaranteereferred to in Conditions of Contract for the due performance of the Services.
10. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.
11. We do hereby declare that the Bid is made without any collusion, comparison of figures orarrangement with any other person or persons making a bid for the Services.
12. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us

FOR NATIONAL BANK OF PAKISTAN

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

and we have no objection about any clause/sub-clause ofthe Conditions of Contract and other parts of the Bidding Documents.

Dated this_____day of_____, 2026 Signature _____

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

(Name of Bidder in Block Capitals)(Seal)

AddressWitness:
(Signature)_____
Name: _____
Address:_____
C.N.I.C No:_____

FOR NATIONAL BANK OF PAKISTAN

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

Form – B3
(Bid Security Form)

(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

FOR NATIONAL BANK OF PAKISTAN

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

Most Advantageous Bidder's failure to perform.

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

_____
Guarantor (Bank)

Witness:

Signature _____

1. _____ Name _____

_____ Title _____
Corporate Secretary (Seal)

2. _____ _____

_____ _____
(Name, Title & Address) Corporate Guarantor (Seal)

FOR NATIONAL BANK OF PAKISTAN

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

Form – B4
(Bidder's Information)

(To be submitted on Bidder's Letterhead)

(The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.)

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

CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

1) Bidder's Name (*insert Bidder's legal name):* _____
2) Constitution or legal status of Bidder (*In pursuant to ITB3.2):* _____
3) Bidder's year of registration: (*insert Bidder's year of registration):* _____
4) Bidder's Registered Address in Pakistan*:* _____
5) Bidder's Representative Name; address; telephone number and email address; who is entitled legally to assign authorizations on bidder behalf: _____
   _____

Attached are copies of original documents of (*check the box(es) of the attached original documents)*

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
- ☐ Legal Document establishing the authority of the Bidder's Representative to delegate authorization powers on bidder's behalf.
- ☐ Establishing that the Bidder is not under the supervision of NBP.

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

FOR NATIONAL BANK OF PAKISTAN

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

Form – B5
(UNDERTAKING)

(To be submitted on Stamp Paper of Rs500/-)

1) I/We, M/s. _____, hereby undertake that I/We, M/s. _____ shall comply with all applicable Labor laws and other applicable laws which includes but notlimited to the following:

   a) Payment of at-least minimum wages/salaries/remuneration as notified by the Federal or Provincial Government.
   b) Ensure EOBI/Social Security registration of its resources and regular payment ofcontributions.
   c) Group Life and Medical Insurance.
   d) Any other necessary Insurance Policy applicable for the FIRE FIGHTING SYSTEMStaff 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 per applicable laws of the country.

2) I/We, M/s ----------, shall issue appointment letters to ouremployees 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 technical evaluation 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 anyother rights / remedy available in the Contract.
5) I/We hereby confirm and declare that I/We, M/s. _____ , have
   a) neither been declared bankrupt or, in the case of Company or Firm, insolvent;
   b) no payments in favor of the Bidder, suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
   c) no legal proceedings instituted for involving in an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
   d) neither convicted, by a final judgment, of any offence involving professional conduct;
   e) neither violated the law of land of any country and recorded in any sanction list;
   f) neither been blacklisted/debarred by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan under Rule 19 of PPR-2004 due to involvement in corrupt and fraudulent practices (as defined in Rule 2(f) of PPR-2004), or performance failure or due to breach of bid securing declaration nor sanctioned by National Counter Terrorism Authority (NACTA).
   g) neither blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
   7) I/We hereby confirm and declare that I/We, M/s _____have no conflict of interest in pursuant to Sub Clause ITB.3.7. However; if it is revealed at any stage during the

FOR NATIONAL BANK OF PAKISTAN

_____

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

bidding process or even if Contract is awarded to us; that there is any such conflict of interest in pursuant to Sub Clause ITB.3.7; it would be our obligation to promptly notify NBP in writing and withdraws our bid.

8) I/We hereby confirm and declare that I/We, M/s_____, with reference to similar nature of 03 Contracts (for which, this undertaking is provided for) completed or in hand over the last five (05) years have following litigation(s) and arbitrations(s) pending or in effect:

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

   _____
   _____
   _____
   _____
   _____
   _____

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

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Seal: _____

FOR NATIONAL BANK OF PAKISTAN

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

SECTION–VI
TECHNICAL EVALUATION CRITERIA

A – PRELIMINARY ELIGIBILITY AND RESPONSIVENESS CHECKS

(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 an eligible bidder in pursuant to Sub Clause ITB.3.2 and has submitted Form B5 with specified documents.	Yes ☐ or No ☐	
EC-2.	Bidder is registered with FBR and is on Active Taxpayer List of FBR in pursuant to Sub Clause ITB.3.4 (will confirm the status ONLINE as well).	Yes ☐ or No ☐	
EC-3.	Bidder having Valid Registration Certificate of Pakistan Engineering Council in financial category C-6 or above with Specialization Code ME-02 on bidding date, as specified in Sub Clause ITB.3.5 of BDS (will confirm the status ONLINE as well).	Yes ☐ or No ☐	
EC-4.	Bidder has submitted an Undertaking in pursuant to Sub Clause ITB.3.6; as per format specified in Form B5.	Yes ☐ or No ☐	
RC	**RESPONSIVENESS CHECKS**		
RC-1.	Valid Bid Security is attached with Technical Bid / Proposal in pursuant to Sub Clause ITB.20.1	Yes ☐ or No ☐	
RC-2.	Bidder has submitted complete Bid Proposal Documents as per invitation through EPADS.	Yes ☐ or No ☐	
RC-3.	Each page of the Bid is duly signed and stamped by the Authorized Signatory in pursuant to Sub Clause ITB.22.3.	Yes ☐ or No ☐	
RC-4.	Authorization Letter in favor of Authorized Signatory to sign the bid is attached in pursuant to Sub Clause ITB.6.2 and as per Form B1.	Yes ☐ or No ☐	
RC-5.	Form of Bid i.e. Letter to Technical Proposal is submitted by the bidder in pursuant to Sub Clause ITB14.1 & Clause ITB.16 as per format specified in Form B2.	Yes ☐ or No ☐	
RC-6.	Bid is submitted for specified Bid Validity Period in pursuant to Clause ITB.19.	Yes ☐ or No ☐	
RC-7.	Bidder has submitted a Fixed Price Contract in pursuant to Sub Clause ITB.17.4.	Yes ☐ or No ☐	
RC-8.	Bidder has quoted for complete Scope of Services as specified in Appendix to Bid of Section IV; without any deviations in pursuant to Sub Clause ITB1.2.	Yes ☐ or No ☐	

FOR NATIONAL BANK OF PAKISTAN

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

B – BASIC CONDITIONS FOR QUALIFICATIONS AND TEC CHECKS (QTC)

QTC.1 Basic Conditions for Qualification

1.1 The Bidders pursuant to Sub Clause ITB.3 should be eligible to participate in the bidding process.

1.2 Information supplied by the Bidders for the Technical Evaluation Criteria (TEC) must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group Ownership".

1.3 NBP will review the information supplied by the bidders submitted against the TEC and will make public the results of evaluation as per PPR-2004.

1.4 Bidders applying to qualify the TEC are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of NBP may result in their disqualification.

1.5 The response to this bid / TEC must be sufficiently detailed to convince NBP thatthe bidder applying for qualification has the experience as well as thetechnical / administrative /managerial capabilities and financial capabilities necessary for the executionof the services and they must prove that they have carried out similar services intheir own country.

1.6 The Financial Bids/Proposals of the bidders; who meet or have fulfilled the TEC and resultantly their Technical Bids/Proposals are accepted and declared as technically compliant and substantially responsive; will be treated.

1.7 The Financial Bids of the Bidders, who fail to meet or fulfill the TEC and resultantly their Technical Bids / Proposals are not accepted and declared as technically non-compliant and non-responsive shall not be treated.

1.8 Decision of NBP in this connection shall be final and bindingon all the Bidders.

QTC.2 Technical Evaluation Criteria Checks

2.1 The evaluation of TEC will be conducted; provided the bidders have proven their Eligibility in pursuant to Sub Clauses of ITB.3; and their bid to be responsive pursuant to Clause ITB.30 otherwise their bids will be declared as Non-Responsive Being Ineligible bidders or having submitted a Non-Responsive bid and will not be evaluated for the TEC.

2.2 TEC is based on different criterion listed hereunder; regarding theBidder's qualification, general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses accompanied with relevant documents in the forms as desired for each criteria.

2.3 NBP reserves the right to waive minor deviations in pursuant to Sub Clause ITB.30.3.

2.4 NBP reserves the right to verify or seek clarifications of the documents or information respectively furnished by the Bidders. In this regard, NBP reserves the right to have site visit to verifythe previous installation /work experience etc.

2.5 NBP may reject any bid for any misrepresentation knowingly made by any bidder in, or pursuant to, their submittals or for any statement furnished in connection therewith, and intended tobe relied upon by the NBP, which is incorrect in any respect.

C – TECHNICAL EVALUATION CRITERIA CONSIDERATIONS (TECC)

- The evaluation of TEC will be conducted; provided the bidders have proven their Eligibility in pursuant to Clause ITB.3 and their bids are responsive in pursuant to Clause ITB.30; otherwise their bids will be declared as Non-Responsive being Ineligible bidders and will not be evaluated for the TEC.
- 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 Islamabad / Rawalpindi:** Bidder should have its Main or Branch Office in Islamabad / Rawalpindi.	Any printed letterhead of the bidder or any other document, showing complete address of such Office in Islamabad/Rawalpindi.	Yes ☐ or No ☐		
2.	**Financial Capability of the Bidder:** Annual Service/Sales Volume / Revenue in any of the last three (03) Years (2023, 2024 & 2025) should not be less than **Rs.3.0 M**/Year	Audited Profit & Loss Statement or FBR Tax Returns should be submitted.	Yes ☐ or No ☐		
3.	**Proposed Management Plan:** The Bidder should submit and later get approval from NBP Engineer the details of proposed FIRE FIGHTING SYSTEMStaff 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 ☐ or No ☐		
4.	**General Experience of the Bidder**: Bidder should have experience of minimum Ten (10) years in relevant field.	Letter of Contract Awards or Contract Agreements with Satisfactory Performance Certificates or proof of payment(s) from the concerned Client for similar services as stipulated under this bid; however; for any type of FIREFIGHTING SYSTEM, establishing the desired experience should be submitted.	Yes ☐ or No ☐		

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.	**Specific Experience of Bidder:** Bidder in the context of this bid should have provided similar services on any Passenger FIRE FIGHTING SYSTEM for three different locations / sites; during last Ten (10) years.	Letter of Contract Awards or Contract Agreements with Satisfactory Performance Certificates or proof of payment(s) from the concerned Client for at least three (03) Contracts of worth not less than Rs.2 million/Year/Contract performed / executed during last Ten (10) Years, should be submitted.	Yes ☐ or No ☐		
6.	**Service Team On site:** Bidder should submit and later get approval of each staff (details of its related technical team.)	List of Forman & technical team. CVs including academic and professional documents with Experience Certificates should be submitted for approval.	Yes ☐ or No ☐		
7.	**Service Team backup:** Bidder should submit and later get approval of each staff (details of its related technical team backup.)	List of Engineers & technical team. CVs including academic and professional documents with Experience Certificates should be submitted for approval.	Yes ☐ or No ☐		

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 Technically 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.

_____ _____

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

(Duly signed & stamped by the Authorized Representative)

SECTION–VII
AVAILABLE AT
SCHEDULE OF PRICES
(BOQ)

APPENDIX - D TO BID

(PAGE5 OF 102)

SECTION–VIII
GENERAL CONDITIONS OF CONTRACT (GCC)

A - GENERAL PROVISIONS

GCC.1 Definitions

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

a) **"Affiliate"** means, any entity with respect to any Party, hereto; that is a direct or indirect parent or subsidiary of such Party or that directly or indirectly (i) owns a majority interest or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this Agreement, NBP and Service Provider shall not be deemed to be Affiliates of each other.

b) **"Annual Services Fee"** means the total amount of Services Fee for a Yearly Period or twelve (12) months.

c) **"Annual FIRE FIGHTING SYSTEM Availability"** means, the availability of the complete Firefighting 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 FIRE FIGHTING SYSTEM 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 condition's precedent stipulated in GCC.3; to provide desired Services accordance with the terms and conditions set forth in the Contract**.**

r) **"First Yearly Period"** means twelve (12) months period of First Year 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 FIRE FIGHTING SYSTEM shall be operated and maintained by the Service Provider shall be 24/7 days. The FIRE FIGHTING SYSTEM could also be operated and maintained by the SERVICE PROVIDER beyond 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) **"FIREFIGHTING SYSTEM"** means, the FIRE FIGHTING SYSTEM including ancillary systems, components and other equipment as specified in the Section – V: "Scope of Services" of the bidding documents;

z) **"FIRE FIGHTING SYSTEM Staff"** mean Employees of the Service Provider deputed at the premises including the FIRE FIGHTING SYSTEM Manager.

aa) **"Premises"** mean the location/area at which or wherein FIRE FIGHTING SYSTEM 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) **"Second Yearly Period"** means a period of twelve (12) months of Second Year of Contract commencing from the expiry of First Yearly Period.

ff) **"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.

gg) "**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.

hh) **"Services Fee"** means the payment to be made to the Service Provider for its performance of Services during a particular month corresponding to respective Yearly Period.

ii) **"Service Provider's Bid"** means the completed Bid document submitted by the Service Provider to NBP.

jj) **"Specifications"** mean the specifications of the FIRE FIGHTING SYSTEME equipment or tools, machinery or material as specified in the bidding documents, and any modification or addition made or approved by NBP.

kk) **"Third Yearly Period"** means a period of twelve (12) months of Third Year of Contract commencing from the expiry of Second Yearly Period.

GCC.2 Application and Interpretation

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

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

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

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

a) Form of Contract (Contract Agreement)
b) Scope of Services
c) Schedule of Prices (Bill of Quantities)
d) FIRE FIGHTING SYSTEM 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
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.

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

2.6 The Contract and Documents are to be taken as mutuallyexplanatory. 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

3.1 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**;

3.2 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;

3.3 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 FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM to ensure that the FIRE FIGHTING Systems 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 FIREFIGHTING SYSTEM, or any purchaser of the FIRE FIGHTING SYSTEM upon the exercise of remedies under a FIRE FIGHTING SYSTEM Agreement.

GCC.9 Representatives

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

a) For the purpose to take any action required or permitted to be taken, and any document required or permitted to be executed, to enter into the Contract or execute the Contract or under the Contract by NBP or the Service Provider. Such designated representative will be termed as **"Authorized Representative"** in the context of this Contract.

b) NBP will designate any authorized representative to act on behalf of NBP as the Officer In-Charge for the purpose of the execution of the "Services" and overseeing the performance of the FIRE FIGHTING SYSTEMStaff 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 "FIRE FIGHTING SYSTEM" in the context of this Contract and respective authorization should be in writing from the Service Provider

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

their respective principals under the terms of this Contract, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

GCC.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 Incharge.

GCC.11 Independent Service Provider Status

11.1 The parties agree that this contract creates an independentService Provider relationship, not an employment relationship. The Service Provider acknowledges andagrees 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.

11.2 The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing thebenefits 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.

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

GCC.12 Force Majeure

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

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

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

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

12.4 If the ForceMajeure 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

16.1 **Survival**

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

16.2 **Fines and Penalties**

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Service Provider or NBP arising from Service Provider's failure to operate and maintain the FIRE FIGHTING System 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.

16.3 **Representations and Warranties**

Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated hereby;

(b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Contract, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Contract.

16.4 **Counterparts**

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

16.5 **Partial Invalidity**

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

16.6 **Declarations**

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

B - OBLIGATIONS OF THE SERVICE PROVIDER

GCC.17 Scope of Services

17.1 FIRE FIGHTING SYSTEMStaff shall operate, maintain and manage the FIRE FIGHTING SYSTEM on behalf of the Service Provider in accordance to Appendix-A to Bid.

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

GCC.18 Services Schedule

18.1 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.

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

18.3 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 perClause GCC.54.

18.4 The Service Provider shall have to coordinate with theEngineer 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

19.1 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.

19.2 If at any time during the performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the performance of part or whole of the Services, the Service Provider shall promptly notify NBP in writing or in electronic forms that provide record of the content of communication of the fact of the delay; it's 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.

19.3 The Service Provider shall be liable to make immediate arrangements for any part or any material; which ceased the FIRE FIGHTING SYSTEM Operation and may affect the Annual FIRE FIGHTING SYSTEM Availability.

19.4 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.

19.5 Service Provider shall use all reasonable efforts to optimize the useful life of the FIRE FIGHTING SYSTEM and to minimize Maintenance Costs and FIRE FIGHTING SYSTEM outages or other unavailability.

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

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

19.8 In the course of the performance of the services the Service Provider shall comply with all

requirements of the NBP.

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

19.10 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

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

20.2 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.

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

20.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, NBP may after giving 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 FIRE FIGHTING SYSTEM Staff Standards

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

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

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

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

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

21.6 With respect to labor matters, hiring personnel, and employment policies, Service Provider shall comply with all applicable Laws. Service Provider also shall act in a reasonable manner that is

consistent with the intent and purpose of this Contract and with Service Provider's acknowledgment (hereby given) that Service Provider has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate NBP.

GCC.22 Services tools, material and equipment

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

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

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

22.4 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.

22.5 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 and FIRE FIGHTING SYSTEM& FIRE FIGHTING SYSTEM Pump Rooms

23.1 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.

23.2 NBP, and their respective agents and representatives shall have access at all times to the FIRE FIGHTING SYSTEM and any documents, materials and records and accounts relating to FIRE FIGHTING SYSTEM 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 FIREFIGHTING SYSTEM.

GCC.24 Compliance

24.1 Service Provider shall comply with all Laws applicable to the operation, maintenance and management of the FIRE FIGHTING SYSTEM and the performance of the Services.

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

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

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

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

24.6 The Service Provider shall disburse the monthly salaries/wages/remuneration to its resources or FIRE

FIGHTING SYSTEMStaff through Bank Account Transfer before 5th of each following month and shall maintain verifiable evidence of such disbursement(s).

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

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

24.9 The Service Provider warrants that its FIRE FIGHTING SYSTEMStaff or employee(s) have no criminal record and shall not indulgein any criminal activity. The Service Provider agrees that ifNBP Is not satisfied with the services of its resources forexecution of services, necessary replacements will be arranged and NBP shall have exclusive right to not accept the services of any service provider resource.

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

24.11 TheService Provider shall comply with any code of conduct provided to the Service Provider by NBP from time totime 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

25.1 The Service Provider shall be responsible to comply with allapplicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory payments underLabor 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 FIRE FIGHTING SYSTEMStaff against accidents; personal injury etc. as per applicable laws.
e) Casual, medical and maternity or any other leaves asper applicable laws.
f) Any other requirement as applicable under the relevant law.

25.2 The Service Provider will ensure that the terms and conditions of employment/ service of its employees or FIRE FIGHTING SYSTEM Staff are compliant and in accordance with the applicable labor lawsexisting in Pakistan and any of the Provinces in Pakistan.

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

25.4 The Service Provider shall organize to pay its own and its employee's 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.

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

GCC.26Operation and Maintenance Records and Reports

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

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

26.3 All, reports, and other documents and software submitted (ifany) by the Service Provider under Sub Clauses GCC.24.4, 26.1 and 58.1 shall becomeand 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.

26.4 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 FIREFIGHTING SYSTEM. Such assistance shall include providing reports, records, logs and other information that NBP may reasonably request as to the FIRE FIGHTING SYSTEM or its operation.

GCC.27 No Liens or Encumbrances

27.1 Service Provider shall maintain the FIRE FIGHTING SYSTEM 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.

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

GGC.28Emergency Action and prompt intimation to NBP

28.1 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.

28.2 If an emergency endangering the safety or protection of persons, the FIREFIGHTING SYSTEM, or property located near the FIRE FIGHTING SYSTEM 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.

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

28.4 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

29.1 In the event that:

a) The FIRE FIGHTING SYSTEM or major FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM or quality of the services of the FIRE FIGHTING SYSTEMStaff or any other mater related to the Contract; without any compensation from NBP.

GCC31 Performance Security (Guarantee)

31.1 The Service Provider shall furnish a Performance Guarantee in a form and amount as specified in SCC.

31.2 Notwithstanding anything contained in the Contract and / or applicable; the Performance Security will be invoked and claimed; if Service Provider fails to perform its obligations under the Contract.

GCC32 Submission of Bills

32.1 The Service Provider will be responsible to submit its monthly bills by the last week of month of following

GCC.33 Limitations of Service Provider

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

(a) **Disposition of Assets**: Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of NBP, including any property or assets purchased by Service Provider where the purchase cost is paid by NBP;

(b) **Contract**: Make, enter into, execute, amend, modify or supplement any contract or agreement
(i) on behalf of, in the name of, or purporting to bind NBP or
(ii) that prohibits or otherwise restricts Service Provider's right to assign such contract or agreement to NBP at any time;

(c) **Expenditures**: Make or consent or agree to make any expenditure for equipment, materials, assets or other items, provided, however, that solely in connection with actions taken by Service Provider pursuant to Clauses 27 and 28, Service Provider may, without prior approval from NBP, make limited expenditures in accordance with those provisions;

(d) **Other Actions**: Take or agree to take any other action that materially varies from the applicable Annual FIRE FIGHTING SYSTEM Operating Plan, or the requirements of any provisions under the Contract;

(e) **Lawsuits and Settlements**: Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, 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 FIREFIGHTING SYSTEM;

(g) **Transactions on Behalf of Others**: Engage in any other transaction on behalf of NBP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any FIRE FIGHTING SYSTEM 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 FIREFIGHTING SYSTEM.

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 Breach of Contract

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

(a) remedythe 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

38.1 Service Provider and FIRE FIGHTING SYSTEMStaff or any other Service Provider's Employee(s) or their affiliates should not to benefit from Commissions and Discounts.

38.2 Payment against the Services under Section – D shallconstitute sole payment to the Service Provider.

38.3 The ServiceProvider shall not accept for their benefit any tradecommission, discount, or similar payment in connectionwith activities pursuant to this Contract, and in discharge of their obligations under this Contract.

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

38.5 Service Provider and FIRE FIGHTING SYSTEMStaff or any other Service Provider's Employee(s) or

their affiliates shall not be indulging any Conflicting Activities within the premises

38.6 Neither the Service Provider and FIRE FIGHTING SYSTEMStaff nor any other Service Provider's Employee(s) or their affiliates shallengage, either directly or indirectly, in any activities during the term of this Contract, any business orprofessional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.

C - OBLIGATIONS OF NBP

GCC.39Information

39.1 NBP shall provide Service Provider with all the necessary information; if available with NBP such as vendor manuals, spare parts list, FIRE FIGHTING SYSTEM Equipment data books and drawings which are provided to NBP pursuant to any FIRE FIGHTING SYSTEM Agreement or by any contractor responsible for construction, installation, repair or maintenance of the FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM operating requirements.

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

GCC.40 Access and availability of Premises

40.1 NBP will provide access to Service Provider and Service Provider's Employee(s) i.e. FIRE FIGHTING SYSTEMStaff (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 Servicesare to be provided under the Contract.

40.2 NBP will provide necessary Security clearances and Access cards or passes to all the FIRE FIGHTING SYSTEMStaff; subject to its prevailing Security protocols; which shall be bound on the Service provider.

40.3 NBP will provide Security Personnel at points of ingress and egress and perimeter of the FIRE FIGHTING SYSTEM or premises.

40.4 During any inspection or review of the FIRE FIGHTING System 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.

41.1 NBP will be responsible to provide electricity to operate the FIRE FIGHTING SYSTEM 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.

41.2 However; The FIRE FIGHTING SYSTEMStaff will assist to keep the minimum inventory level without compromising the FIRE FIGHTING SYSTEM Availability as per the Maintenance Schedule and to meet any emergency in advance.

41.3 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.

41.4 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 FIRE FIGHTING SYSTEMStaff

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

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

42.3 If NBP finds that any of the FIRE FIGHTING SYSTEMStaff 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 FIRE FIGHTING SYSTEM 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.46Payments

46.1 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.

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

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

GCC.47 Services Fee

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

47.2 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 Yearly 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 Duration or sum of all the Annual Services Fee for the three (03) Years or Yearly Periods i.e. First Yearly Period, Second Yearly Period & Third yearly period respectively; 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

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

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

51.3 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

52.1 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.

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

52.3 The Service Provider shall attach evidence of timely disbursement of wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month; for which monthly Invoice is submitted for release of payment.

52.4 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 FIRE FIGHTING SYSTEM Availability

53.1 If the Service Provider fails to ensure 90% of Annual FIRE FIGHTING SYSTEM 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 portion of the Services or failure to attain the desired Annual FIRE FIGHTING SYSTEM Availability is attributed to NBP;
b) The Service Provider was unable to perform a material portion of the Services or attain desired FIRE FIGHTING SYSTEM 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 FIREFIGHTING SYSTEM; 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

54.1 Subject to Clause GCC.53, if the Service provider fails to attain Annual FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM remained unavailable; and shall deduct the amount from the Services Fee of respective month as per following calculations:

(Services Fee for Respective Month / 30) X No. of days for which the FIRE FIGHTING SYSTEM remained unavailable during respective Month

(Note: 90% of Annual FIRE FIGHTING SYSTEM Availability = 0.9 x (365)

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

54.3 Subject to Sub Clause GCC.54.1, Liquidated Damages shall be applicable on annual basis i.e. for each Yearly period; and deductions will be done accordingly on Yearly Period to Yearly period basis.

54.4 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 X Monthly Fee X No. of days for which desired Services remained unperformed / 30)

54.5 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.

54.6 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.

54.7 Moreover, any risks of personal injury or death resulted due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, FIREFIGHTING SYSTEM, fixtures, metallic items etc.) are

Service Provider's risks and the ServiceProvider 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.

54.8 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

56.1 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) FIRE FIGHTING SYSTEM Inspection schedules for both FIRE FIGHTING SYSTEM separately.
c) planned procurement (including equipment, spare parts, and consumable inventories)
d) maintenance works and activities to be undertaken by the Service Provider

56.2 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.

56.3 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

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

a) NBP must report to any person or entity under any FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM 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

58.1 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 FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM/ 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 FIRE FIGHTING SYSTEM activities and operating data for such Contract Year. The annual report shall present a comparison of such FIRE FIGHTING SYSTEM activities and operating data with the goals

set forth in the Annual FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM Agreements;

(ii) any litigation, claims, disputes or actions, threatened or filed, concerning the FIRE FIGHTING SYSTEM 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 FIRE FIGHTING SYSTEM or the Services; and

(iv) any dispute with any governmental authority relating to the FIRE FIGHTING SYSTEM or the Services.

(d) **Other Information**: Service Provider shall promptly submit to NBP any material information concerning new or significant aspects of the FIREFIGHTING SYSTEM's activities and, upon NBP's request, shall promptly submit any other information concerning the FIRE FIGHTING SYSTEM 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

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

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

a) the Service provider fails to perform any obligation(s) under the Contract;
b) the Service Provider fails to submit Performance Security (Guarantee) within the time specified in the SCC or does not maintain or extend the Performance Security (Guarantee) for the next Yearly Period(s);
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.

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

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

GCC.61 Termination for Force Majeure

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

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

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

61.3 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 FIRE FIGHTING SYSTEM and its allied Equipment including FIRE FIGHTING SYSTEM Machine Room at end of term.

64.1 Upon expiration or termination of this Contract, Service Provider shall remove its FIRE FIGHTING SYSTEMStaff from the Premises.

64.2 Service Provider shall leave the FIRE FIGHTING SYSTEM and all FIRE FIGHTING SYSTEM and its allied Equipment including FIRE FIGHTING SYSTEM Machine Room **in** as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.

64.3 Service Provider shall be paid all unpaid Services Fee.

64.4 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 FIRE FIGHTING SYSTEM and will become or remain the property of NBP without additional charge.

GCC.65 Payment upon Termination

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

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

performance security shall be forfeited.

65.2 Notwithstanding payment of any amount pursuant to this Section G, NBP shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by NBP pursuant to this Section G, together with any supporting documentation requested by NBP, for a period of three (3) years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Service Provider did not constitute, in whole or in part, a reimbursable item pursuant to this Clause GCC.65, NBP may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or NBP may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.

H - INDEMNIFICATION AND LIABILITIES

GCC.66 Indemnification by Service Provider

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

a) from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Service Provider or anyone acting on Service Provider's behalf or under its instructions, in connection with this Contract and Service Provider's obligations thereunder. Any costs or expenses incurred by Service Provider pursuant to its indemnity obligations under this Sub Clause GCC.66.1 (a) shall be the sole responsibility of the Service Provider;

b) against all liabilities, including judgmentsand 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 theService 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 itsemployees but this is not obligatory. If the Service Providerobtains the above insurance, Service Provider shall be responsible to indemnify NBP regardless of thepayment 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

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

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

68.3 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.

68.4 The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.

68.5 The Service Provider shall pay special attention to the following environmental protection measures:

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

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

68.7 NBP shall not be responsible for claims directly related to hazardous materials at the FIRE FIGHTING SYSTEMarising 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 FIRE FIGHTING SYSTEMbefore the date of this Contract.

68.8 If action is required at the FIRE FIGHTING SYSTEMto 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 FIRE FIGHTING SYSTEMStaff 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 FIRE FIGHTING SYSTEM or Standalone AC Units; including Electrical Power Supply; Water Supply 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 FIRE FIGHTING SYSTEM Supervisor and FIRE FIGHTING SYSTEMStaff will be the responsibility and liability of NBP; excluding Computers; Laptops; mobiles etc.

GCC.72 Limitations of Liabilities

72.1 Consequential Damages

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

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

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

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

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

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.

J - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.77Resolution through Discussions

77.1 If any dispute or difference of any kind (a Dispute") arises between the parties in connection with, or arising out of, this Contract, the parties within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The Engineer and the FIRE FIGHTING SYSTEM Engineer in charge 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.

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

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

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

GCC.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.

K - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

GCC.80 Code of Conduct

80.1 NBP desires that Service Provider; its FIRE FIGHTING SYSTEMStaff 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 gainor to cause a wrongful loss to another party;

b) "collusive practices" which means any arrangement between two or more parties to the procurement processdesigned 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 orrecklessly 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;"

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

ITB.81 Mechanism of Blacklisting

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

a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;

b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.

81.2 The show cause notice shall contain:

a) precise allegation, against the Service Provider;

b) the maximum period for which NBP proposes to debar the Service Provider from participating in any public procurement of the NBP; and

c) the statement, if needed, about the intention of the NBP to make a request to the PPRA for debarring the Service Provider from participating in public procurements of all the procuring agencies.

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

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

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

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

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

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

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

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

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

81.11 The decision of PPRA will be considered as Final.

SECTION–IX
SPECIAL CONDITIONS OF CONTRACT (SCC)

(*Instructions are provided, as needed, in italics* which should be filled in or added or modified as required meeting the FIRE FIGHTING SYSTEM 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 North Office, Engineering Group, LCMG will be the Authorized Person of NBP to sign the Contract and Service Provider's Representative would be the authorized person to sign the Contract and the "FIRE FIGHTING SYSTEMManager" 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, Electrical/Mechanical Department, Engineering Wing North 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 Building G-5/1 Islamabad

1.1(ee) **Project Name:**
CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD

1.1(hh) **Services:**
CONTRACT FOR OPERATION & MAINTENANCE OF COMPLETE FIRE FIGHTING SYSTEM WITH ALLIED ACCESSORIES AT NBP G5/1 BUILDING ISLAMABAD
.
as specified in detail in Appendix-A to Bid of Section IV.

3.1 **Conditions Precedent**
Performance Security Guarantee amounting to 10% 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**
Five (05) Years from the Date of Contract Signing.

74.1 **Period of Non-Disclosure for NBP**
Three (03) Years from the Date of Contract Signing.

SUB SECTION J – RESOLUTION AND DISPUTES

78.1 **Place of Arbitration**
NBP Building G5/1 Islamabad

SECTION–X
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 Office at Engineering Wing North Office, Engineering Group, LCMG; NBP, Regional Office Building (hereinafter called the "NBP") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to NBP, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH; that whereas the Principal has accepted the NBP's above said Letter of Acceptance for _____
_____
(Insert name of the Title of Works / Services)

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability 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

_____ _____

FOR NATIONAL BANK OF PAKISTAN **FOR THE BIDDER**
(Duly signed & stamped by the Authorized Representative)

written demand without cavil or arguments and without requiring NBP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NBP's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to NBP's designated Bank & Account Number.

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

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

_____
Guarantor (Bank/Approved Insurance Co.)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

_____ _____
Name, Title & Address Corporate Guarantor (Seal)

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

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

_____ _____

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

(Duly signed & stamped by the Authorized Representative)

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

Signature of the Service Provider	Signature of NBP
_____	_____
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
_____	_____
(Name, Title and Address)	(Name, Title and Address)

FORM OF INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS INCONTRACTS 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 inducedthe 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 notgiven or agreed to give and shall not give or agree to give to anyone within or outside Pakistaneither 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 feeor 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 nottaken any action or will not take any action to circumvent the above declaration, representationor 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 time 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 **Signature of the Service Provider**

_____ _____
(Seal) (Seal)

_____ _____
FOR NATIONAL BANK OF PAKISTAN **FOR THE BIDDER**
(Duly signed & stamped by the Authorized Representative)