



# NATIONAL BANK OF PAKISTAN

**CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF HVAC CHILLER &  
HEATING UNITS BOILERS PLANT AND ALLIED EQUIPMENT; INCLUDING WALL  
MOUNTED AND FLOOR STANDING AIR CONDITIONING UNITS INSTALLED AT NBP  
CITY BRANCH QUETTA**

**(Contract Tenure: Three Years)**

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## BIDDING AND CONTRACT DOCUMENTS

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Bidding Opening Procedure: PPRA Rule 36 (a)

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

**January 2025**

***(For the purpose of this tender, all reference 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 completed Bidding & Contract Documents; along with Bid Security Instrument, Form of Bid, Eligibility Criteria documents and other necessary documents for the responsiveness of the bid as specified hereinafter; shall therefore be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.)***

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# **SECTION–I INVITATION FOR BIDS**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)



# NATIONAL BANK OF PAKISTAN

## INVITATION FOR BIDS

### CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF HVAC CHILLER & HEATING UNITS BOILERS PLANT AND ALLIED EQUIPMENT; INCLUDING WALL MOUNTED AND FLOOR STANDING AIR CONDITIONING UNITS INSTALLED AT NBP CITY BRANCH QUETTA

#### (CONTRACT TENURE – THREE YEARS)

**National Bank of Pakistan**, a leading commercial bank of the country invites E- bids from the experienced Contractors/ Service Providers etc. for aforesaid services. The interested bidders who comply with the following eligibility criteria may participate in the bidding process.

- 1) The Contractor/Operator should have an active status on **FBR Active Taxpayer List**.
- 2) The Contractor/Operator should have an active status on **Provincial Active Taxpayer List**.
- 3) The Contractor/Operator should have a valid registration in **Pakistan Engineering Council (PEC)** in Financial Category C-6 / O-6 or above with Specialization Code **ME-01** on bidding date.
- 4) The bidder shall have completed minimum two annual Contracts of similar nature, costing not less than **Rs. 2.0 million** during last **three Years**. (Copy of Satisfactory Contract Completion Certificate to be furnished)
- 5) The Contractor/Operator should **not have been blacklisted** and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution.

Bidding documents, containing detail terms and conditions, etc. are available electronically and can be downloaded from EPADS-PPRA web site <https://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 EPADS 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; documentary proof of eligibility documents and any other documents as specified in the bidding documents must be submitted through EPADS by **27 January 2025 at 11:30 AM**. Original Bid Security instrument MUST BE submitted to the under signed before closing hours of the bids submission time. Bids will be opened in the presence of Procurement Committee and contractors who wish to be participated on the same day at **12:00 Noon** through EPADS at the following venue,

**The Engineering Wing (south), Engineering Group, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office Building, I.I Chundrigar Road, Karachi.**

This advertisement is available on NBP website <https://www.nbp.com.pk/TENDER> . and PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk).

**Divisional Head,  
Procurement Division, LCMG  
3<sup>rd</sup> Floor, National Bank of Pakistan,  
Head Office I.I Chundrigar Road, Karachi.  
Tel. +92-21-99220331, 021-38902435**

**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**SECTION-II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

## A - INTRODUCTION

### **ITB.1 Scope of Bid**

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as “**the Employer**” 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.35 will be expected to perform the Services for the Contract Tenure specified in the BDS.

### **ITB.2 Sources of Funds**

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

### **ITB.3 Eligible Bidders**

- 3.1 The Invitation for Bids is open to all prospective bidders, who qualify the Eligibility Criteria as specified in the Notice for Invitation for Bids.
- 3.2 A Bidder may be ineligible if he fails to meet the Eligibility Criteria as stated in the Notice for Invitation for Bids.
- 3.3 A Bidder may be ineligible if –
  - (a) he is declared bankrupt or, in the case of company or firm, insolvent.
  - (b) payments in Favor of the Bidder is 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) legal proceedings are instituted against such Bidder involving 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) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.
  - (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
  - b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.
  - c) have controlling shareholders in common; or
  - d) receive or have received any direct or indirect subsidy from any of them; or
  - e) have the same legal representative for purposes of this Bid; or
  - f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - g) Submit more than one Bid in this Bidding process.



**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**

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- 3.5 Bidders shall provide to the Employer, evidence of their eligibility and proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.6 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably desire in the Eligibility or any 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 the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**ITB.6 Authorized Signatory of the Bid**

- 6.1 It will be the responsibility of the bidder to upload the bidding documents; duly signed by his authorized Signatory of the Bid in pursuant to Sub Clause ITB.14.1 (d).
- 6.2 Since it is mandatory to upload the bidding documents on the PPRA's EPADS Portal; it is understood that the bidder will do so through his registered EPADS account; and such action will bind and commit the bidder to own his respective submission.
- 6.3 However; the Employer may ask the bidder; to submit necessary authorization letter or any other documentary proof/evidence for the authorized Signatory of the Bid; if require during the preliminary examination and evaluation of the bids.

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

**ITB.8 Sub-Contracting**

- 8.1 Sub-Contracting is not allowed.

**ITB.9 Bid Opening Procedure**

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



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

## **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) Invitation for Bids.
  - b) Instructions to Bidders (ITB)
  - c) Bid Data Sheet (BDS)
  - d) General Conditions of Contract (GCC)
  - e) Special Conditions of Contract (SCC)
  - f) Bid Security
  - g) Form of Bid
  - h) Appendices to Bid (A to B)  
**A-Scope of Services,**  
**B- HVAC Plant Equipment**
  - i) Evaluation Criteria and related documents as specified in the Checklist j) Schedule of Prices
  - k) Performance Security
  - l) Contract Agreement
  - m) Integrity Pact (applicable for Contracts worth more than Rs.10.0 M)
  - n) Declaration of Beneficial Ownership Information (applicable for Contracts worth Rs.50 M and above)
- 10.2 The number of copies of the Bid to be completed and submitted is specified in the BDS.
- 10.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda (if any), if they were not properly downloaded by the bidder from the PPRA's EPADS Portal or the bidder has failed to upload the completed bidding documents along with other necessary documents as specified in the bidding documents on the PPRA's EPADS Portal.
- 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 on PPRA's EPADS Portal not substantially responsive to the Bidding Documents; in every respect will be at the Bidder's risk and may result in the rejection of his bid.

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

- 11.1 Any prospective bidder requiring any clarification(s) may notify the Employer in writing through PPRA's EPAD Portal. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing through PPRA's EPADS Portal 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 Notice for Invitation for Bids.
- 11.2 Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal; including a description of the inquiry, but without identifying its source; as per PPRA's policy.
- 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**. The Bidder's designated representatives are invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements or any other aspects of the bidding documents. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 11.4 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.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 uploaded on PPRA's EPAD Portal



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**FOR THE BIDDER**

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- .11.5 Any modifications to the Bidding Documents listed in Sub Clause ITB.10.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.12.
- 11.6 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: <http://ppra.org.pk>.

**ITB.12 Amendment of Bidding Documents**

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



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## **C – PREPARATION OF BIDS**

### **ITB.13 Language of Bid**

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

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

- 14.1 The Bid prepared by the Bidder shall constitute the components as given hereunder:
- a) Bid Security in pursuant to Clause ITB 22;
  - b) Form of Bid on Bidder's letterhead (as per format given in Form B1 of Section V); duly filled/completed, signed and stamped by the Signatory of the Bid in pursuant to Clause ITB 18;
  - c) All the necessary documents as specified in the Evaluation Criteria Section i.e. Section VI;
  - d) The completed Bidding Documents with all the Appendices, Forms, Schedule of Prices etc.; with each page; duly filled-in, initialed/signed and stamped by the Signatory of the Bid in pursuant to ITB 24;
  - e) Any other document/information; bidder feels mandatory to suffice the bidding documents or its qualification;

### **ITB.15 Sufficiency of Bid**

- 15.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 15.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### **ITB.16 Documents Establishing Bidder's Eligibility and Qualifications**

- 16.1 It is established that Bidder's Eligibility and Qualification as stipulated in Invitation for Bids & Bidding Document must be full filled by the bidder.
- 16.2 Bidders having submitted a compliant bid in accordance to Sub Clause ITB.16.1 will be considered for award of work; provided its bid is declared as Most Advantageous bid in pursuant to Clause ITB.35.

### **ITB.17 Documents Establishing Works' Conformity to Bidding Documents**

- 17.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder may furnish such documentation; if he desires so.
- 17.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the bidding documents are intended to be descriptive only and not restrictive.

### **ITB.18 Form of Bid**

- 18.1 The Bidder shall fill the Form of Bid; furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
- 18.2 No alterations to be made in the Form of Bid nor in the Appendices or Schedule etc. thereto except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.
- 18.3 The Form of Bid should be filled, signed and stamped by the Signatory of the bid pursuant to Clause ITB.6.1; otherwise the bid will be rejected pursuant to Sub Clause ITB.32.4.



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**ITB.19 Bid Prices**

- 19.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.19 or exclusively mentioned hereinafter in the bidding documents.
- 19.2 The Bidder shall quote rates and prices for all items specified in the Scope of Services / Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.
- 19.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the Employer to the Bidder or to be paid by the Bidder itself) or liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 19.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as Non-Responsive and shall be rejected, pursuant to Sub Clause ITB.32.3.
- 19.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

**ITB.20 Currencies of Bid and Payments**

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

**ITB.21 Bid Validity Period**

- 21.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.
- 21.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
- 21.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Sub Clause ITB.22.1 in all respects.
- 21.4 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.22 Bid Security**

- 22.1 The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; 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 V (Standard Forms) of the bidding documents or any other amended format duly approved by the Employer prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.21.3. In either case, the form must include the complete name of the Bidder.
- 22.2 The Bid Security shall be payable promptly upon written demand by the Employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.
- 22.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non-responsive, pursuant to Sub Clause ITB.32.3.
- 22.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to



Clause ITB.21. The Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

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

22.5 The most advantageous Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 44, or furnishing the performance security, pursuant to ITB 42.

22.6 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity; or
- b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause ITB.33.2;
- c) In the case of a most advantageous bidder, if he fails to:
  - i Furnish the required Performance Security in accordance with Clause ITB.42, or
  - ii Sign the Agreement, in accordance with Clause ITB.44.

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

### **ITB.23 Alternative Bids by the Bidder**

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

### **ITB.24 Format and Signing of Bid**

24.1 The Bidder shall prepare one original and number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original bid shall prevail.

24.2 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

24.3 The original bid shall be typed or written in indelible ink; wherever required and shall be signed & stamped by the Signatory of the Bid in pursuant to ITB.6.1.

24.4 Except for the pages of the bid in pursuant to Sub Clause ITB 24.3 above, each and every other page of the bid shall be initiated and stamped by the Signatory of the Bid in pursuant to ITB.6.1.

24.5 All Forms, Appendices and Schedules to Bid are to be properly completed, signed and stamped by the Signatory of the Bid.

24.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the Signatory of the Bid.

24.7 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the Signatory of the Bid.

24.8 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses & email address(s) at which notices may be legally served on them and to which all correspondence in connection to their bids and the Contract is to be sent.



## **D – SUBMISSION OF BIDS (Electronically through EPADS)**

### **ITB.25 Sealing and Marking of Bids**

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

### **ITB.26 Deadline for Submission of Bids**

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

### **ITB.27 Late Bids**

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

### **ITB.28 Withdrawal, Substitution and Modification of Bids**

- 28.1 Before bid submission deadline as prescribed in Sub Clause ITB.28.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative of the bidder.
- 28.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.28.1 and must accompany the respective written notice.
- 28.3 Original Bids requested to be withdrawn in accordance with ITB.28.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.29.3.
- 28.4 The withdrawn, substituted or modified Original Bids will only be handed over to the authorized representatives of the bidders in pursuant to Clause ITB.29.
- 28.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder’s forfeiture of its bid security, pursuant to Sub Clause ITB.22.6 (a).



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**E – BID OPENING AND EVALUATION****ITB.29 Opening of Bids**

- 29.1 The Employer will open all Bids electronically through EPADS, in public, in the presence of Bidders’ or their representatives who choose to attend and concerned Employer Officials / Tender Opening Committee at the place, on the date and at the time, specified in the Invitation for Bids.
- 29.2 The Bidders’ representatives present shall sign an attendance sheet as proof of their attendance.
- 29.3 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out at bid opening.
- 29.4 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out and recorded at bid opening.
- 29.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.28 and Sub Clause ITB.6.1 and is read out and recorded at the opening of the Bids. The Bid, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bid, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 29.6 Other envelopes holding the Bids shall be opened one at a time, the Employer will open the Bids in public at the address, date and time specified in the BDS in the presence of Bidder’s designated representatives who choose to attend and concerned Employer Officials / Tender Opening Committee.
- 29.7 The Bids shall be opened through EPADS one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; (c) the details of the offered bid price and (d) Any other details as the Employer may consider appropriate.
- 29.8 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder’s representative shall indemnify the Employer against any claim or failure to read out the correct information contained in the Bidder’s Bid.
- 29.9 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to Clause ITB.27.
- 29.10 The Employer shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 29.11 The Bidders’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the record.
- 29.12 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

**ITB.30 Confidentiality**

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




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- 30.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without Employer's prior written consent.
- 30.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, the Employer may reject its bid and/or terminate the contract.
- 30.4 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.
- 30.5 Notwithstanding, Clause ITB 30.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**ITB.31 Clarification of Bids**

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

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

- 32.1 Prior to the detailed evaluation of Bids, the Employer will determine whether the Bid:
- a) is quoted for complete scope of 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 Invitation to Bid and referred to in Clause ITB.3;
  - c) is accompanied with a valid Bid Security in pursuant with Clause ITB.22;
  - d) is submitted for specified Bid validity period in pursuant with Clause ITB.21;
  - e) is submitted with Bid prices firm during the currency of the Contract, if it is a Fixed Price Contract;
  - f) is complete with all the desired forms / documents and has been prepared as per the format and contents defined by the Employer in the Bidding Documents in pursuant with Clause ITB.14;
  - g) is properly signed in pursuant with Clause ITB.24.;
  - h) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2
- Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.



- 32.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
- affects in any substantial way the scope, quality, or performance of the Services.
  - limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
  - if rectified, would affect unfairly the competitive position of the other Bidders, presenting substantially responsive bids.
- 32.3 Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 32.4 Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.
- 32.5 The Employer 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.

**Explanation:**

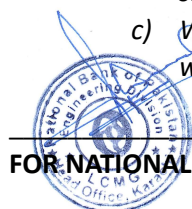
*A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other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

*Examples of minor informalities or irregularities include failure of a bidder to –*

- Submit the number of copies of signed bids required in the bidding documents.*
  - Furnish required information concerning the number of its employees.*
  - Attach proof of some important elements (e.g., a quality standard), while it is stated in its bid that, they are in the possession of such elements.*
  - When a bidder does not "check a box" or omits to provide a confirmation Statement.*
  - When a bidder does not include some specific self-contained piece of information that makes them miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission, such as a missing CV of its Staff or reference of a Client etc.*
  - The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
- 32.6 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

**ITB.33 Correction of Errors**

- 33.1 Financial Bids of the Bidders as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following
- discrepancy between unit prices and the total price that is obtained by multiplying *the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected.*
  - if there is an error in a total corresponding to the addition or subtraction of sub-totals, the subtotals shall prevail, and the total shall be corrected; and*
  - Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.*



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d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

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

#### **ITB.34 Evaluation and Comparison of Bids**

34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.32.

34.2 The submitted Bid will be evaluated on compliance-based criteria as specified in the bidding documents.

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

a) Making any corrections for the arithmetic errors pursuant to Clause ITB.33.

b) Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.

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

34.5 No other evaluation criteria or methodologies shall be permitted.

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

#### **ITB.35 Determination of Most Advantageous Bid**

35.1 The 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 bids are accepted and declared as Substantially Responsive; shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".

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

#### **ITB.36 Post-Qualification of Abnormally Low Financial Bid**

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

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

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

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





- d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and
  - e) An abnormally low Bid means, in the light of the Employer’s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
- 36.2 In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:
- a) Comparing the bid price with the cost estimate.
  - b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids;
  - c) Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or any other Federal or Provincial Department / Organization / Agency.
- 36.3 The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.16.
- 36.4 The determination will take into account the Bidder’s experience in the field. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 16, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders’ qualifications.
- 36.5 The Employer may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining award of contract.
- 36.6 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bid, in which event the Employer will proceed to the next ranked bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

**ITB.37 Posting of Bid Evaluation Reports**

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

## **F – AWARD OF CONTRACT**

### **ITB.38 Criteria of Award**

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

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

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

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

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

### **ITB 41 Notification of Award (Letter of Acceptance)**

- 41.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.37, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid Validity Period in writing or electronic forms that provide record of the content of communication.
- 41.2 Such notification of Award will be made in a form of “Letter of Acceptance”.
- 41.3 It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the “Letter of Acceptance”; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.
- 41.4 The notification of award i.e. “Letter of Acceptance” will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.
- 41.5 Upon furnishing of the Performance Security pursuant to Clause ITB 42, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.22.4.

### **ITB.42 Performance Security**

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

### **ITB.43 Disqualification Prior to Contract Signing**

43.1 After issuance of Letter of Acceptance and before execution of the Contract Agreement with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 & Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his



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qualification are invalid, the next Most Advantageous bidder will be considered as responsive bidder; provided accepting this bid does not conflict with applicable laws.

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

**ITB.44 Signing of Contract Agreement**

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

**ITB.45 Advance Payment**

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

**ITB.46 Arbitrator**

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

**ITB.47 Integrity Pact**

- 47.1 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.48 Declaration of Beneficial Ownership Information**

- 48.1 In pursuant to SRO. 592(I)/2022 of PPRA, the Most Advantageous Bidder should submit the "Declaration of Beneficial Ownership Information" in accordance with the prescribed format given in Form-C4 of Section X of the Bidding documents on its letterhead or with the Contract Agreement, provided that the Contract cost exceeds Rs. 50.00 million.

**ITB.49 Overriding Effect of PPR-2004**

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



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## **G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**

### **ITB50 Code of Conduct**

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

### **ITB.51 Mechanism of Blacklisting**

- 51.1 the Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either: a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
- b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 51.2 The show cause notice shall contain:
- a) precise allegation, against the bidder or contractor;
  - b) the maximum period for which the Employer proposes to debar the bidder or contractor from participating in any public procurement of the Employer; and
  - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 51.3 The Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 51.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Employer shall decide the matter on the basis of available record and personal hearing, if availed.
- 51.5 In case the bidder or contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 51.6 The Employer shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or



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**H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM**

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

- 51.7 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 51.8 The Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the PPRA.
- 51.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by Employer.
- 51.10 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.
- 51.11 The decision of PPRA will be considered as Final

**H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM****ITB.52 Grievances Redressal & Compliant Review Mechanism**

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

**ITB.53 Compliant Review Mechanism**

- 53.1 The complaint will be reviewed and necessary decision will be taken by the Employer's GRC in pursuant to Rule-48 of PPR-2004.
- 53.2 Any bidder not satisfied with the decision of the Employer's GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-2004.




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# SECTION–III

## BID DATA SHEET (BDS)



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

### **SUB SECTION A - INTRODUCTION**

**1.1 Name of Employer's**

NATIONAL BANK OF PAKISTAN (NBP)

**Brief Description of Services:**

CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF HVAC CHILLER & HEATING UNITS BOILERS PLANT AND ALLIED EQUIPMENT; INCLUDING WALL MOUNTED AND FLOOR STANDING AIR CONDITIONING UNITS INSTALLED AT NBP CITY BRANCH QUETTA

**Qs1.2 Premises:**

NBP City Branch Quetta.

**1.3 Contract Tenure:**

Three (03) Years

### **SUB SECTION B – BIDDING DOCUMENTS**

**1.1 Number of Copies with Original Bid to be submitted:**

As per EPADS provisions (if any).

**1.2 Means for Clarifications:**

Through EPADS

**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 the Employer can respond:**

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

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

Three (03) days

### **SUB SECTION C – PREPARATION OF BIDS**

**1.1 Period of Bid Validity:**

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

**1.2 Bid Security:**

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

**1.2 Number of Copies of the Bid to be submitted:**

Same as specified above at Clause 10.2

### **SUB SECTION D – SUBMISSION OF BIDS**

**1.1 Employer's Address for the Purpose of Bid Submission:**

Through EPADS and as specified in the Notice for Invitation for Bids published in Press and posted on PPRA and NBP Websites.

**The Identification Number of Project / Contract:**

PPRA Tender No: and NBP Tender ID: for Notice for Invitation posted on PPRA and NBP Websites respectively.



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**SUB SECTION F – AWARD OF CONTRACT**

- 1.1 **Quantities Variations:**  
Not more than 15% of related items.
- 1.2 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**  
Within three (03) working days from the date of receipt
- 1.3 **Performance Security to be submitted by the Most Advantageous Bidder:**  
Yes, is to be submitted  
**Amount:** 5% of the Contract Price  
**Validity:** For a period of 28 days beyond the **Contract Tenure**; from the Date of issuance of such Security.  
**Format:** As per format C-2 provided under Forms of Contract in Section VIII)  
**Submission Date:** Within Twenty Eight (28) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.  
**Form:** Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA / AA+ Rated Insurance Company of Pakistan.
- 1.4 **Submission of Contract Agreement Form to Most Advantageous Bidder:**  
Within seven (07) working days or as mentioned in the Letter of Acceptance or the Employer; may ask the bidder in writing subsequent upon in receipt of the valid Performance Security from the bidder (if required in pursuant to ITB Clause 42.1 to submit the Contract as per Form – C2 of Section X.
- 1.5 **Signing of Contract Agreement:**  
Within Seven (07) working days after the receipt of Contract Agreement form the Most Advantageous Bidder.
- 1.6 **Advance Payment:**  
No advance Payment is allowed.



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# SECTION-IV APPENDICES TO BID



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# APPENDICES TO BID A-SCOPE OF SERVICES



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## A – SCOPE OF SERVICES

### **A-1 Scope of Services**

- 1.1 The Service Provider shall be responsible for the continuous and uninterrupted management services of the complete HVAC System (Chillers, Boiler, Heating units, Pumps, Motors, Air Handling Units, Valves, allied piping and its complete electrical system and Split type wall mounted & Floor Standing Air-conditioning units) including plant room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service.
- 1.2 The Service Provider shall provide all day-to-day operation and maintenance services as required for the HVAC Plant and specified in the Sub Section: B; Section VIII of GCC. The Service Provider, shall perform the Work in all material respects in a prudent and efficient manner, in accordance with
- (i) Manufacturers and Systems designer’s specifications and operation/maintenance manuals,
  - (ii) The Annual Operating plan for the smooth Operation of HVAC Chiller & Standalone AC Units.
  - (iii) All Islamic republic of Pakistan and other applicable laws (including all zoning, environmental protection, pollution, sanitary, employment and safety laws), regulations, codes, requirements, permits, licenses, court orders and standards binding and enforceable upon the Employer (“Governmental Rules”)
  - (iv) Prudent Utility Practice.
  - (v) This agreement and all reasonable instruction of the Employer
- 1.3 The spare parts and material required for continuous operation & maintenance services and for major repairs and annual servicing shall be provided by the NBP along with following: a)
- a) Electricity, Gas and water supply.
  - b) Supply of Water treatment chemicals, paints & special lubricants or oils;
  - c) Provision of suitable space for Bidder within or close to Plant Room with a telephone extension for easy communication with the concerned officials of the NBP;
  - d) However, the Bidder has to maintain at the premises, necessary tools/equipment and Safety equipment required for said service.
- 1.4 The Service Provider shall ensure that the HVAC plant and Standalone AC Units are operated, maintained & serviced efficiently to avoid breakdown during normal operation. The Service Provider shall also ensure economical consumption of the materials & spare parts.  
The bidder will be responsible to install any new Standalone AC Unit or make replacement for any existing Standalone AC Unit; as and when required as per the instructions of NBP.
- 1.5 Should the rules, standards or guidelines derived from the foregoing sources be inconsistent in any regard, SERVICE PROVIDER shall follow a standard consistent with Prudent Utility Practice. SERVICE PROVIDER shall use all reasonable and practical efforts
- (a) to maximize capacity Factor,
  - (b) to minimize fuel consumption and Plant downtime,
  - (c) to optimize the useful life of the Plant, and
  - (d) cause its sub-contractors to comply with all applicable laws and permits. In addition, NBP shall use its best efforts to ensure that the Plant shall at all times be kept in as near as new condition, ordinary wear and tear and NBP’s operating requirements considered, as can reasonably be achieved: be operated in such a manner that it shall comply with all safety and other requirements of insurance policies in effect with respect to the Plant, or any part thereof, and with the reasonable request of insurers: and ensure that all warranties with respect to the Plant, or any part thereof, shall be kept in full force and effect. SERVICE PROVIDER failure to perform its



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obligations under this Agreement shall be excused to the extent such failure of performance is directly caused by the failure of any other party to any of the Plant Agreements to perform its obligations thereunder; provided, however, that NBP's failure to perform its obligations shall not be excused to the extent that a third-party failure was caused by SERVICE PROVIDER.

- 1.6 Prepare such technical evaluations of the Plant as may be reasonably requested by NBP.
- 1.7 Perform or contract for and oversee the performance of periodic overhauls or maintenance required for the Plant in accordance with the recommendations of OEM.
- 1.8 Regularly update and implement an equipment repair and preventive maintenance program that meets the specifications of the equipment manufacturers and the recommendations of OEM.
- 1.9 Provide technical engineering support for solving operation and maintenance problems.
- 1.10 Perform the management services required to operate and maintain the Plant in accordance with the recommendations of OEM.
- 1.11 Recommend Plant modifications, capital repairs, replacements and improvements and at NBP's written direction, implement the same as an Extraordinary Expense.
- 1.12 Maintain accounting records regarding the Work in accordance with Islamic Republic of Pakistan's generally acceptable accounting principles.
- 1.13 Cooperate in the provision of information to authorized representatives of NBP including, without limitation, NBP's Representative, accountants, attorneys and fuel suppliers.
  - 1.14 Forecast fuel requirements and schedule deliveries of fuel and water pursuant to the Fuel Agreements and water supply agreements arranged by NBP for the Plant and monitor the sufficiency of such fuel in terms of quantity and quality, and provide forecasts of fuel requirements, all subject to the policy directives of the NBP.

#### **A-2. Operating Hours**

- 2.1 The Operating Hours for the Plant Operations shall be as under:

**From (8:30 am) to (6:30 pm)**

(Monday to Saturday)

In case of any operation of HVAC Plant or maintenance/ trouble shooting works etc. deemed necessary by the Employer beyond the operating hours mentioned above or even on holidays; the Bidder will perform the desired services through its deployed staff or through additional resources; without incurring any additional charges.

- 2.2 The Operating Personnel/ HVAC Plant Staff shall perform their duties as timing mentioned above; to ensure proper and smooth operation of the HVAC Plant as per Operating Hours and maximize Plant Availability. However, necessary prior approval should be obtained from the Employer for the finalization of timings.

#### **A.3. Plant /AC Staff**

- 3.1 All personnel or Plant Staff required for the operation, maintenance and troubleshooting of the Plant shall be technically qualified, trained and possess necessary academic and professional qualifications as specified in Clause 3.4 of this Section.  
Sufficient numbers of qualified (and, if required, licensed) personnel to be deputed in different shifts to perform the desired operations and maintenance services.

- 3.3 Plant Staff shall comprise of Technician cum Chiller Operator, Skilled Worker etc.

- 3.4 It is understood that the Service Provider would be an eligible bidder with specified experience and understands the magnitude of the desired operation & maintenance services and will accordingly consider sufficient numbers of the qualified Personnel for the deployment at Plant. However, if; during the

pendency of the Contract, NBP feels that deputed resources are insufficient to perform the desired services, or any deputed Personnel is incapable; then the Service Provider will be liable to provide the additional desired resource or make replacement; without any change in the Contract price.

3.5 The qualification and experience of the resources/personnel to be deployed shall be as under:

S.NO	PROPOSED DESIGNATIONS	QUALIFICATION	EXPERIENCE
01	Supervisor	Graduate/B. E/B-Tech	Three (03-year experience in relevant field
02	AC Technician Cum HVAC Chiller Operator	Diploma	Three (03-year experience in relevant field.
		Matric	Five (05-year Experience in relevant field
03	Skilled Worker (AC)	Middle	Five (05 Year Experience in relevant field
		Under Middle	Seven (07-year Experience in relevant field

**A-4. Tools & Equipment (T&E) for Execution of Services**

- 4.1 The Service Provider shall bring and maintain all necessary Tools, Specialized tools, Measurement Equipment and Personal Protective Equipment (PPE) particularly designed and needed at site for the purpose of execution of day-to-day operation and maintenance services under the Contract in safe and protective manner.
- 4.2 During the pendency of the Contract, if the Employer finds that the T&E and PPE brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost.
- 4.3 The Service Provider will also be responsible for the supply and consumption of the day to day basis consumables or any consumable required during any maintenance activity such as; but not limited to; including Cotton Rags; Waste Cotton Cloth, Cleaning/bleaching agents, emery paper, detergents, soaps or liquid soaps, torches or portable emergency lights, battery cells, Extension boards, masks, insulation tapes, safety belts, stationery for office etc.
- 4.4 The Service Provider will also be responsible for the Uniforms of its HVAC Staff Personnel.



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## **B – DETAILS OF SERVICES**

### **B-1 Operational Services**

- 1.1 Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards.
- 1.2 Services for cleaning and general upkeep of Chillers, Pumps, motors, piping, allied valves, Electrical distribution plant room, Standalone AC Units and surrounding areas.
- 1.3 Dosing water treatment chemicals.
- 1.4 Removal and fixing of false ceiling as required by the Bidder for carrying out his work. The Bidder shall be responsible for making good any damage to the false ceiling framing and tiles.
- 1.5 Attending to phone calls and responding as necessary.
- 1.6 The temperature on each floor at different locations shall be recorded at least twice daily.
- 1.7 The equipment operational observation shall be recorded at suitable intervals.
- 1.8 A complete daily general Monitoring of the entire installation shall be carried out by the Bidder who will immediately convey any abnormality in HVAC Plant and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.
- 1.9 Complete safeties monitoring of the HVAC Plant, Allied Equipment and electrical installations at least once a month during which the defective part(s) shall be replaced by new one(s), if required by Maintenance Team.
- 1.10 Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal Condition Fan coil units, valves and allied piping) & all Standalone AC Units.
- 1.11 Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition.
- 1.12 Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis.
- 1.13 Checking and testing the Plant for proper smooth services daily.
- 1.14 Immediate attending of Chillers and allied equipment in case of emergency.
- 1.15 Reporting to Bidder's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.
- 1.16 Cleaning the HVAC Plant along with disposal of waste material.
- 1.17 Immediately attending to faults and defects in components or continuous services and rectifying the same to facilitate smooth and uninterrupted services.
- 1.18 Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant, all type of ACs i.e. system including all electric panels, sub panels, DBs, motor control canter, apparatus control panel, power control wiring electric Switch gear of HVAC system including earthling system.
- 1.19 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.

### **B-2 MAINTENANCE SERVICES**

- 2.1 The periodical and preventive maintenance/service of the HVAC Plant and allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service manuals of the manufactures in presence of the Client's representative and details of these shall be duly entered in the daily log sheets/book. The Bidder shall complete the annual servicing, maintenance, repairs and service during this period so that the equipment is in full working order following service. Checklists and reports for the services must be submitted to the NBP.
- 2.2 The Bidder shall attend maintenance or repair work of the HVAC plant and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to set right the service, or at any time due to exigencies/ emergencies and will provide services for smooth working in the minimum possible time. The Bidder shall inform the Client



well in advance about any maintenance/repair/service work scheduled to be done by the Bidder after office hours or on holiday(s).

- 2.3 Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.
- 2.4 Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
- 2.5 Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plant.
- 2.6 The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.
- 2.7 Providing assistance in painting of air devices, Pumps, pipelines etc.
- 2.8 Provide assistance in emergency situations.
- 2.9 Provide assistance in troubleshooting or repair and rectification work.
- 2.10 Resolution of fault of plants and allied equipment.
- 2.11 Any other work assigned by Engineer or NBP.

### **B-3 TECHNICAL SUPPORT SERVICES**

- 3.1 Ensuring that the operation, maintenance and servicing of the entire HVAC system and Standalone AC Unit is being carried out adequately, smoothly and un-interrupted.
- 3.2 Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation and rectifying the same to facilitate smooth and uninterrupted operation.
- 3.3 Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system.
- 3.4 Supervision of activities and liaison with the Engineer and NBP's Staff in emergency situations.
- 3.5 Supervision of inspection and maintenance activities necessary to maintain/repair all equipment in trouble-free and smooth operating condition.
- 3.6 Continuous and uninterrupted service for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.
- 3.7 Carrying out routine maintenance and making sure all electrical systems are operating normally for the equipment.
- 3.8 Attending to phone calls and responding as necessary.
- 3.9 Monitoring system for abnormal amperes, voltages, frequency, noise, vibration or any other abnormal condition.
- 3.10 Reporting to Client and Calling for external help in emergency situations and whenever necessary.
- 3.11 Supervision of inspection and maintenance activities; necessary to maintain the HVAC system in trouble-free and smooth operating condition.
- 3.12 Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system.
- 3.13 Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched or has deteriorated.
- 3.14 Providing assistance in painting of air devices, Pumps, pipelines etc.
- 3.16 Provide assistance in troubleshooting or repair and rectification work.
- 3.17 Carry spare parts, tools or documentation between work sites.
- 3.18 Smooth and uninterrupted services through periodical inspections and monitoring.
- 3.19 Resolution of fault of plants and allied equipment.
- 3.20 Going off-site to bring in parts, material, documents or consumables as instructed by the Engineer.
- 3.21 Any other work assigned by Engineer or NBP.





## **C – FREQUENCY OF SERVICES**

### **C-1 Daily Services**

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

### **C-2 Weekly/ Biweekly/ Monthly Services 1.1 Washing & cleaning of air filters.**

- 1.2 Flushing and cleaning of strainers.
- 1.3 Service of automatic and safety controls of equipment and system.
- 1.4 Checking of oil and other lubricant levels and changing.
- 1.5 Checking of belt driven equipment and adjustment of belt tension and alignment.
- 1.6 Checking of water levels and controls valves.
- 1.7 Changing of parts due to normal wear and tear when necessary.
- 1.8 Checking and adjustment of all pressure and safety devices.
- 1.9 Adjustment and lubrication/ greasing of bearings & glands of equipment.

### **C-3 Monthly Services**

- a) Checking Amperes, Performance and Abnormality of Refrigerant Pump, Vacuum Pump etc.
- b) Confirmation of setting values of safety devices and control devices.
- c) Checking of programming of Microprocessor.
- d) Refrigerant Blow down (If necessary);
- e) Checking of all safeties.
- f) Checking refrigerant level of chiller.
- g) Cleaning of Condenser fins if required.
- h) Monitor Set Points and safety cutouts of HVAC system.
- i) Monitor the HVAC system for refrigerant or Oil leakage.
- j) Flushing and cleaning of strainers.
- k) Monitoring of Valves for normal working.
- l) Inspection & Service of automatic and safety controls of HVAC system.
- m) Monitoring of oil and other lubricant levels and changing (if required);
- n) Changing of parts due to normal wear and tear when necessary.
- o) Monitoring and adjustment (if required) of all pressure and safety devices;
- p) Adjustment and lubrication / greasing of bearings & glands etc. of HVAC System.
  - i) Pressure checking of Chiller with N2 (Nitrogen) if required.
  - ii) Checking & Servicing of Refrigerant pump;
  - iii) Checking and Servicing of H.T/LT HVAC System Eliminators;
  - iv) Servicing of HVAC System;
  - v) Servicing of Gas Line Strainer;
  - vi) Servicing of Diesel Line Strainer;
  - vii) Restarting of chiller with observation;
  - viii) Calibration of sensors (if found faulty will inform accordingly);
  - ix) refrigerant Blow down (If necessary);
  - x) Checking of all Temperatures, Pressures and Fluid level;
  - xi) Confirmation of setting values of safety devices and control devices;
  - xii) Checking of all safety devices and adjustment if required;
  - xiii) Servicing of control panel;
  - xiv) Checking programming of Microprocessor;
  - xv) Checking and adjustment of Inverter Programming;





- xvi) Checking Amperes and abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump;
- xvii) De-scaling of Absorber and Condenser with De-scalar;
- xviii) Neutralization with Neutralizer;
- xix) Brushing with brushing Machine;
- xx) Checking of all safeties;
- xxi) Checking refrigerant and absorbent level of Chiller;
- xxii) Checking operation of burners with all safeties;
- xxiii) Monitoring of Compressor Oil and Recommendation for change if required;
- xxiv) Monitoring of Electrical Terminals and tightening of loose connections;
- xxv) Assure that all bearings are lubricated;
- xxvi) Monitoring the condition of the motor; aa) Monitoring of Amperes of Pumps;
- xxvii) Monitor and inspection for any abnormal noise;
- xxviii) Monitor and adjust Spring Isolators, changing of the same if required; dd) Monitoring of Glycol of the HVAC system

### **C-5 Frequency of Services for Water Pumps and Motor Sets**

#### **A-1 Daily Services**

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

#### **A-2 Weekly/ Monthly Services**

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

#### **A-3 Annual Services**

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

### **C-6 Frequency of Services for AHU**

#### **A-1 Daily Services**

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



**A-2 Weekly/ Monthly Services**

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

**A-3 Annual Services**

- a) Overall Visual Inspection.
- b) Checking of Coil's condition.
- c) Inspection of Fan & Fan motor.
- d) Checking of Blowers, belts and Temperature & Pressure Gauges.
- e) Greasing of bolts & Motors; (upon requirement);
- f) Servicing of Coils (upon requirement);
- g) Checking of the pipe work, pipe insulation.
- h) Checking of the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

**C-7 Frequency of Services for Electrical Motors & Starters**

A-1 The Electrical Motors & Starters shall be maintained & Operated based on the following regular checks & inspections.

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

**C-8 Frequency of Services for Electric Control Panels**

The Electric Control Panels shall be maintained & Operated based on the following regular checks & inspections.

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

**C-9 Frequency of Services for Air Distribution Systems**

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

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

**C-10 Frequency of Services for Piping System Network**

The Piping Systems shall be maintained and operated based on the following regular checks and inspections.

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



# APPENDIX - B TO BID PLANT EQUIPMENT

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FOR NATIONAL BANK OF PAKISTAN



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FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

## APPENDIX – B- TO BID

### PE.1 List of Machines; Equipment and Systems

The Plant shall mean the under mentioned Chillers & Water Heater Boiler sets with associated auxiliaries and controlling/monitoring systems.

- |    |   |        |
|----|---|--------|
| 1. | Air Cooled Chiller Plant 70 Ton capacity each with allied Equipment, Complete in all respect (Electromechanical)  | 02 Set |
| 2. | Hot Water Heater, Boiler With its allied Equipment Complete in all respect (Electromechanical)  | 02 Set |
| 3. | Air Handling Units and its allied Equipment Complete in all respect.  | 06 Nos |
| 4. | Maintenance of electro-mechanical equipment require for smooth and trouble-free operations of Chiller system which include piping and <b>G.I</b> piping network, <b>G. I MS</b> and <b>Copper lines</b> and fittings. All type of Valves, Pumps, Motors Complete in all respect | LOT    |
| 5. | Split Type Wall Mounted and Floor Standing Air-conditioned Units and its allied Equipment   | 15 Nos |



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

# SECTION–V

## STANDARD FORMS OF BID



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**Form of Bid****INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

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

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

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

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

**Name of Project:** CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF HVAC CHILLER & HEATING UNITS BOILERS PLANT AND ALLIED EQUIPMENT; INCLUDING WALL MOUNTED AND FLOOR STANDING AIR CONDITIONING UNITS IN-STALLED AT NBP CITY BRANCH QUETTA

**To: National Bank of Pakistan:**

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

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

1. We understand that all the Forms, Appendices, Schedules etc. 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 hereby confirming NBP, to be the Appointing Authority, to appoint the adjudicator/arbitrator in case of any arisen disputes in accordance with Clause ITB.46.
5. 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;
6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. \_\_\_\_\_ (In words: Rupees \_\_\_\_\_) 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.
7. We undertake, if we qualify and our Bid is accepted, we will perform the subject services for the time period as stated in Bid Data Sheet.
8. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
9. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We undertake, if our Bid is accepted, to execute and abide by the Performance Security referred to in Conditions of Contract for the due performance of the Services.
11. We understand that you are not bound to accept the Most Advantageous or any bid you may receive.
12. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
13. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signature \_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of **Signatory of the Bid** 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) with (Seal)

Address Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address:

C.N.I.C No: \_\_\_\_\_

## **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 Security, or
    - (ii) sign the proposed Contract,

then; the entire sum be paid immediately to the said NBP as liquidated damages and not as penalty for the

Most Advantageous Bidder's failure to perform.

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 Security with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful

performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Witness:

1.

\_\_\_\_\_  
\_\_\_\_\_

Corporate Secretary (Seal)

2.

\_\_\_\_\_  
\_\_\_\_\_

(Name, Title & Address)

\_\_\_\_\_  
\_\_\_\_\_  
Guarantor (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Corporate Guarantor (Seal)



\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)



**SECTION–VI**  
**SCHEDULE OF PRICES (BOQ)**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)**

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

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

(In words:

\_\_\_\_\_ only)

**Note:**

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

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**SECTION–VII**  
**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

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**FOR NATIONAL BANK OF PAKISTAN**



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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**A - GENERAL PROVISIONS****GCC.1 Definitions**

- 1.1 Unless otherwise required by the context in which a defined term appears, the words and expressions whenever used in this Contract shall have the following meanings; hereby assigned to them:
- a) **“Affiliate”** means, any entity with respect to any Party, hereto; that is a direct or indirect parent or subsidiary of such Party or that directly or indirectly
    - i. owns a majority interest or controls such Party,
    - ii. is owned or controlled by such Party, or
    - iii. is under common Employer ship or control with such Party. For purposes of this Agreement, the Employer and Service Provider shall not be deemed to be Affiliates of each other.
  - b) **“Annual Services Fee”** means the total amount of Services Fee for a Yearly Period or twelve (12) months.
  - c) **“Annual Availability”** means, the availability of the HVAC Plant & ACs only for smooth operation during the Year and to be calculated as specified in the CC.”
  - 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 the Employer or the Service Provider, who is responsible on behalf of the Employer 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 the Employer or the Service Provider, as specified in the SCC.
  - g) **“Authority”** means Public Procurement Regulatory Authority.
  - h) **“Confidential Information”** means any of the information being shared with the Service Provider including but not limited to; drawings, plans, ideas related to the premises or technical specifications of the HVAC Plant 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 cleanup, 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 Employer and the Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - k) **“Contract Tenure”** 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 Tenure 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 Letter of Contract Commencement issued by the Employer 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 the Employer 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 Letter of Contract Commencement issued by the Employer upon fulfillment of the condition’s precedent stipulated in GCC.3; to provide desired Services n accordance with the terms and conditions set forth in the Contract.



- r) **“Force Majeure”** means an unforeseeable event, condition or circumstance which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of the Party and which could not have been avoided by due diligence and use of reasonable efforts and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances and includes, but is not limited to, war, insurrection or riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or adverse weather conditions or other nature calamity or act of God, strikes or other Labor disputes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- s) **“Government”** means the Government of the Islamic Republic of Pakistan.
- t) **“GCC”** mean the General Conditions of Contract contained in this section
- u) **“Operating Hours”** mean’ the duration for which the HVAC Plant shall be operated and maintained by the Service Provider and as given in the Appendix “A” to Bid of Section IV.
- v) **“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.
- w) **“Party”** means the the Employer or the Service Provider as the case may be, and **“Parties”** means both of them.
- x) **“HVAC Plant Manager”** means the Service Provider’s Focal Person at the premises to act on behalf of the Service provider and responsible to get the desired works performed or provide necessary services in accordance to the Contract and stipulated in the Section V: “Scope of Services” under his supervision.
- y) **“HVAC Plant Staff”** mean Employees of the Service Provider deputed at the premises including the HVAC Plant Manager.
- z) **“Premises”** mean the location/area at which or wherein HVAC Plant and auxiliaries etc. are installed and in operation; for which Services are to be provided by the Service Provider and as specified in the SCC.
- aa) **“Procuring Agency”** means the Employer and its legal successors; procuring the Services from the Service Provider.
- bb) **“Project Name”** means the name of the project stated in SCC.
- cc) **“SCC”** means the Special Conditions of Contract by which the GCC is amended or supplemented.
- dd) **“Services”** mean the work to be performed or services to be rendered by the Service Provider during the Contract Tenure as per details given in Appendix A to Bid.
- ee) **“Service Provider”** means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by the Employer and is named as such in the Contract Agreement and includes the legal successors in title or permitted assigns of the Service Provider.
- ff) **“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.
- gg) **“Service Provider's Bid”** means the completed Bid document submitted by the Service Provider to the Employer.
- hh) **“Specifications”** mean the specifications of the HVAC Plant Equipment or tools, machinery or material as specified in the bidding documents, and any modification or addition made or approved by the Employer.
- ii) **“Yearly Period”** means period of twelve (12) months.



## GCC.2 Application and Interpretation

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

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) HVAC Plant Equipment
- e) Proposed Organization
- f) Special Conditions of Contract,
- g) General Conditions of Contract,
- h) Letter of Acceptance,
- i) Letter of Contract Commencement
- j) Contractor's Bid (Complete), and
- k) Integrity pact (Provided Contract value is above Rs.10 M)
- 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 mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of the Employer, for clarification. However, if no clarification is sought in this regard, the most stringent requirement shall be deemed to be included in the Contract as determined by the Employer; in case of conflict between documents.

## GCC.3 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 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 the Employer is satisfied that each of the conditions precedent in this contract has been satisfied; he shall promptly issue to the Service Provider a Letter 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 Employer 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 Tenure.

**GCC.7 Relationships of the Parties**

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

**GCC.8 Assignment**

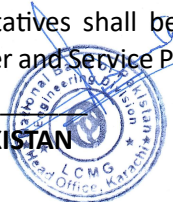
8.1 None of the parties may assign its rights or obligations under this Contract without the prior written consent of the other party hereto, except that this Contract may be assigned by the Employer without such prior consent to any successor of the Employer, to a person or entity acquiring all or substantially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

**GCC.9 Representatives**

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

9.2 The representatives designated by the Employer 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 the Employer and Service Provider that are required under this Contract and shall have the power



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

#### **GCC.10 Notices**

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

#### **GCC.11 Independent Service Provider Status**

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

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

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

#### **GCC.12 Force Majeure**

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

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

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

#### **GCC.13 Integrity Pact**

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

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 the Employer or Service Provider with respect to enforcement of required performance by the other under this Contract shall not be construed to be a waiver by the Employer or Service Provider of any subsequent breach or default of the same or other required performance on the part of the Employer or Service Provider.

**GCC.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 the Employer arising from Service Provider's failure to operate and maintain the HVAC Plant in accordance with applicable Laws without the Employer's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause GCC.72, be the sole responsibility of Service Provider and shall not be deemed to be compensated by the Employer. 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 the Employer through any corrupt business practice.
- b) The terms and conditions and the Schedules thereto represent the entire Contract and understanding between the Employer and the Service Provider, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- c) Unless expressly provided, no term of this Contract is enforceable by any third party.
- d) This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it.



## **B - OBLIGATIONS OF THE SERVICE PROVIDER**

### **GCC.17 Scope of Services**

- 17.1 HVAC Staff shall operate, maintain and manage the HVAC Plant & ACs 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 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. The Employer; however, reserves the right to make adjustments, changes, alterations in the services timings depending upon the requirements of the Employer which will be communicated to the Service Provider from time to time.
- 18.2 The Service Provider shall be obliged to complete the Services as assigned under the Contract during the Services Schedule fixed by the Employer and if the Service Provider has to spend time beyond the assigned Services Schedule to complete the contractual obligation, the Employer shall not be responsible 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, the Employer is entitled to impose Liquidated Damages as per Clause GCC.54.
- 18.4 The Service Provider shall have to coordinate with the Engineer in advance if he wants to execute the services beyond the Services Schedule to perform his contractual obligations under the Contract.

### **GCC.19 Standards for Performance of the Services**

- 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 the Employer 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, the Employer 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 Plant & AC Operation and may affect the Plant 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 Employer'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 Plant and to minimize Maintenance Costs and HVAC Plant 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 Employer.
- 19.9 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Employer in Pakistan.



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 the Employer as and when required.

#### **GCC.20 Quality Control**

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

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, the Employer 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, the Employer 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, the Employer 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 Security shall be forfeited and the Employer shall also debar the Service Provider from participation in future Contracts.

#### **GCC.21 HVAC/Plant Staff Standards**

21.1 Service Provider shall provide as reasonably necessary all labor and professional, supervisory and managerial staff (collectively “HVAC Staff”) as are required to perform the Services as mentioned in Annexure D to Bid but not limiting to. Such HVAC Plant Staff shall be qualified to perform the duties to which they are assigned and shall meet any requirements for HVAC Plant Staff 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 the Employer's approval rights to verify qualification and experience of such HVAC Staff).

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 in Client. Service Provider shall not act in a way which is prejudicial to the Employer’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 HVAC Staff; the Service Provider shall provide as a replacement after fulfillment of requirements as per the approval of the Employer and the Employer’s security protocol/requirement.

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

#### **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 Contract necessary to carry out the services under the Contract.



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- 22.2 The Service Provider shall ensure that all such equipment and tools remain in working order; throughout the Contract Tenure.
- 22.3 In pursuant to Sub Clauses GCC.22.1 & GCC.22.2; the Employer will not be liable for any cost for purchase or maintenance; whatever the case may be.
- 22.4 Title to all materials, equipment, supplies, spare parts and any other items purchased or obtained by Service Provider on reimbursable basis; compensated separately by the Employer being not covered under the Contract or being the obligations of the Employer; other than those being arranged and maintained subject to Sub Clauses GCC.22.1 & GCC.22.2 or specified in the appendix A to Bid hereunder shall pass immediately to and vest in the Employer upon the passage of title from the Vendor or Supplier or Service Provider thereof, provided, however, that such transfer of title shall in no way affect Service Provider's obligations as set forth in this Contract.

**GCC.23 Access to Office and HVAC Plant**

- 23.1 The Service Provider shall allow and ensure easy access of Engineer or any other authorized person(s) of the Employer to his office, store or other areas under his control while providing the Services under the Contract.
- 23.2 The Employer, and their respective agents and representatives shall have access at all times to the HVAC Plant and any documents, materials and records and accounts relating to HVAC Plant operations for purposes of inspection and review. Upon the request of the Employer, 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 the Employer, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Plants & Machinery etc.

**GCC.24 Compliance**

- 24.1 Service Provider shall comply with all Laws applicable to the operation, maintenance and management of the HVAC plant and the performance of the Services.
- 24.2 Service Provider shall apply for and obtain, and the Employer shall assist Service Provider in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Service Provider to do business or perform the Services in the jurisdictions of the premises.
- 24.3 Service Provider shall provide reasonably necessary assistance to the Employer, to secure permits, licenses, and approvals (and renewals of the same) that the Employer is required to obtain from or file with any governmental agency regarding the HVAC Plant.
- 24.4 Service Provider also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the PLANT.
- 24.5 The Service Provider shall promptly notify the Employer of any matter coming to their knowledge that could have a material effect on the business or affairs of the Employer.
- 24.6 The Service Provider shall disburse the monthly salaries/wages/remuneration to its resources or HVAC Staff through Bank Account Transfer before 5th of each following month and shall maintain verifiable evidence of such disbursement(s).
- 24.7 The Service Provider shall carry out all instructions of the Employer 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 the Employer and observe security protocol as per the Employer's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to the Employer.
- 24.9 The Service Provider warrants that its HVAC Plant Staff or employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if the Employer Is not satisfied with



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

The services of its resources for execution of services, necessary replacements will be arranged and the Employer shall have exclusive right to not accept the services of any service provider resource.

- 24.10 The Service Provider shall upon reasonable notice by the Employer allow the Employer's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Employer if so required by the Employer.
- 24.11 The Service Provider shall comply with any code of conduct provided to the Service Provider by the Employer from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Employer.

**GCC.25 Compliance with all the Regulatory Requirements**

- 25.1 The Service Provider shall be responsible to comply with all applicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory payments under Labor Laws which includes but not limited to:
- a) Payment of at-least minimum wages / salaries / remuneration as notified by the Federal or Provincial Government or any other State Owned Entity; having such authorization.
  - b) Ensure EOBI / Social Security registration of its resources and regular payment of contributions. c) Group Life and Medical Insurance.
  - d) Any other necessary Insurance Policy applicable for the HVAC Plant Staff against accidents; personal injury etc. as per applicable laws.
  - e) Casual, medical and maternity or any other leaves as per applicable laws.
  - f) Any other requirement as applicable under the relevant law.
- 25.2 The Service Provider will ensure that the terms and conditions of employment/ service of its employees or HVAC Plant Staff are compliant and in accordance with the applicable labor laws existing 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 issue appointment letters to his employees working under this contract in compliance of the above stated laws of Pakistan.  
The Service Provider shall organize to pay its own and its employees taxes, and the Employer is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
- 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 the Employer.

**GCC.26 Operation and Maintenance Records and Reports**

- 26.1 Service Provider shall prepare, maintain and submit on periodic basis, the HVAC operating logs, records, and reports that document the operation and maintenance of the HVAC, all in form and substance sufficient to meet the Employer's reporting requirements under the Contract and as specified in 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 HVAC provided to Service Provider by the Employer and other Vendors (related to installed HVAC Equipment).
- 26.3 All, reports, and other documents and software submitted (if any) by the Service Provider under Sub Clauses GCC.24.4, 26.1 and 58.1 shall become and remain the property of the Employer, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a



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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 the Employer.

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

**GCC.27 No Liens or Encumbrances**

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

**GCC.28 Emergency Action and prompt intimation to the Employer**

- 28.1 If any likely future events, problems or circumstances whether on Service Provider's part or on the Employer's part, that may adversely affect the quality of Services, the Service Provider shall promptly notify the Employer and should also provide the details of likely corrective measures required.
- 28.2 If an emergency endangering the safety or protection of persons, the HVAC Plant, or property located near the HVAC Plant occurs, Service Provider shall promptly notify the Employer and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss.
- 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 the Employer 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 HVAC Plant or major HVAC Plant 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 the Employer regarding such occurrence or imminent occurrence in accordance with the terms of this Contract; then Service Provider shall:
    - 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 the Employer regarding the occurrence and the remedial action.

**GCC.30 Meetings**

- 30.1 The Service Provider or the HVAC Plant Manager or any other representative of the Service Provider; as desired by the Employer shall attend the meetings, when called by the Employer to discuss different issues regarding the HVAC Plant or quality of the services of the HVAC Plant Staff or any other mater related to the Contract; without any compensation from the Employer.

**GCC31 Performance Security**

- 31.1 The Service Provider shall furnish a Performance Security 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 10<sup>th</sup> of following month.

**GCC.33 Limitations of Service Provider**

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

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

**GCC.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 the Employer shall have the right to the same to the extent necessary for operation or maintenance of the HVAC Plant.

**GCC.36 Warranties**

36.1 For the Employer'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, the



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Employer 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 the Employer'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 the Employer for the Employer's benefit or assignable by Service Provider to the Employer 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 the Employer of any defects discovered or suspected that may be covered by such warranties. When requested, Service Provider shall assign any such warranty to the Employer and assist the Employer with the administration and enforcement of such warranty, or, if such warranty is not assignable to the Employer, assist the Employer with the administration and enforcement of such warranty.

- 36.2 The Service Provider shall be responsible and warrants that it will utilize its best efforts to operate and maintain the HVAC Plant at HVAC Plant Availability equal to or greater than as being referred to in Clause GCC. 53.1. Failure to achieve such HVAC Plant availability; necessary liquidated damages shall be deducted as mentioned in Clause GGC. 54; hereinafter. However; said warranty does not cover any malfunction caused by or connected with latent defects; alterations carried out without Service Provider's written consent; improper installation by other than Service provider; or other reasons outside of the Service Provider's control.

**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 lead towards Termination as per Clause-2.6.2 In addition, the Employer shall be entitled to require Service Provider to
- (a) remedy the breach at its cost;
  - (b) pay for it to be remedied; or
  - (c) repay all amounts already paid for the defective Services.

**GCC.38 Conflict of Interests**

- 38.1 Service Provider and HVAC Plant Staff 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 shall constitute sole payment to the Service Provider.
- 38.3 The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract.
- 38.4 The Service Provider shall ensure that the Service Provider's Employee (s); or their affiliates shall not receive any additional payment.
- 38.5 Service Provider and HVAC Plant Staff or any other Service Provider's Employee(s) or their affiliates shall not be indulging in any Conflicting Activities within the premises
- 38.6 Neither the Service Provider and HVAC Plant Staff nor any other Service Provider's Employee(s) or their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract.





**C - OBLIGATIONS OF THE EMPLOYER****GCC.39 Information**

- 39.1 The Employer shall provide Service Provider with all the necessary information; if available with the Employer such as vendor manuals, spare parts lists, HVAC Plant Equipment data books and drawings which are provided to the Employer pursuant to any HVAC Plant Agreement or by any contractor responsible for construction, installation, repair or maintenance of the HVAC Plant 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. The Employer shall also provide Service Provider with copies of all Project Agreements and any amendments thereto and any other documents that define the HVAC Plant operating requirements.
- 39.2 The Employer at the request of Service Provider; provides the information on the code of conduct and security procedures. The Employer shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

**GCC.40 Access and availability of Premises**

- 40.1 The Employer will provide access to Service Provider and Service Provider's Employee(s) i.e. HVAC Plant Staff (after verification and clearance by the police or other investigation agency as per Employer Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 40.2 The Employer will provide necessary Security clearances and Access cards or passes to all the HVAC Plant Staff; subject to its prevailing Security protocols; which shall be bound on the Service provider.
- 40.3 The Employer will provide Security Personnel at points of ingress and egress and perimeter of the HVAC Plant or premises.
- 40.4 During any inspection or review of the HVAC Plant in pursuant to Clause GCC.23, each of the Employer, 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 Arrangement of Parts; chemical, oil, or any material**

- 41.1 The Employer will be responsible to procure at its own cost any Routine Spare Parts, Overhauling Parts, Electrical Parts or Equipment, Lubricating Oil, Chemicals as per OEM's Recommendations or as per requirement; provided such arrangement is not under the obligations of the Service provider as stipulated in the Appendix-A to Bid.
- 41.2 However; Service Manager or its HVAC Plant Manager or HVAC Plant Staff will assist to keep the minimum inventory level without compromising the HVAC Plant Availability as per the Maintenance Schedule and to meet any emergency in advance.
- 41.3 Service Provider shall promptly notify the Employer 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 the Employer by such contractor.

**GCC.42 HVAC Plant Staff**

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




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**B-OBLIGATIONS OF THE SERVICE PROVIDER**

- 42.2 The Employer or Engineer will assist the Service Provider to provide necessary Security clearance and Access Cards or Passes to all the HVAC Plant Staff in pursuant to Clause GCC.40.2.
- 42.3 If the Employer finds that any of the HVAC Plant Staff have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of any of its employees; then the Service Provider shall, arrange for respective replacement.

**GCC.43 Emergency Action**

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

**GCC.44 Performance / Completion Certificate**

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

**GCC.45 Payment of Monthly Bills**

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



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## D - PAYMENTS TO THE SERVICE PROVIDER

### **GCC.46 Payments**

- 46.1 The Employer 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 HVAC Plant Availability in pursuant to Clause GCC.53.
- 46.3 The payments shall be made in pursuant to sub-Clause 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:
- Commencing from the Effective Contract Date till the Expiry Contract Date; provided Contract was satisfactory executed for the specified Contract Tenure; or
  - 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 given in the Schedule of Prices / Bill of Quantities (BOQ) by the Contractor.

### **GCC.49 Contract Price**

- 49.1 The Contract Price is the amount for the Services performed by the Service Provider during the Contract Tenure for the three (03) Yearly Periods i.e. First Yearly Period, Second Yearly Period and Third Yearly Period respectively; as given in the Schedule of Prices / Bill of Quantities (BOQ) by the Contractor.

### **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 the Employer at source unless a 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 this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.

### **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 the Employer.
- 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 the Employer 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.



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**E - PROCEDURE OF VERIFYING PAYMENTS****GCC 53 HVAC Plant Availability**

53.1 The HVAC Plant Availability shall be calculated following the calculation methods utilized in performance tracking package as per formula given below; and should be equal or greater than 90%.

$$\text{HVAC Plant Availability (\%)} = \frac{(\text{Total hours run} + \text{Total hours on stand-by}) \times 100}{(\text{Total hours run} + \text{Total hours on stand-by} + \text{Total hours on outage})}$$

- 53.2 If the Service Provider fails to ensure 90% of HVAC Plant Availability; deductions will be made in respect of liquidated damages in pursuant to Sub Clause GCC.54, except in the following cases.
- The reasons of non-performance of any material portion of the Services; thereby causing failure to attain the desired HVAC Plant Availability are attributed to the Employer;
  - The Service Provider was unable to perform a material portion of the Services or attain desired HVAC Plant availability due to any Force Majeure event.
  - The Service provider has taken all efforts to make arrangements for any essential part required; ceasing the operation of the HVAC Plant; but such part is not available in local market and efforts of the Service Provider are duly acknowledged and recognized by the Employer.

**GCC.54 Liquidated Damages and Deductions**

54.1 Subject to Clause GCC.36.2 & GCC.53.2, if the Service provider fails to attain HVAC Plant Availability lesser than 90% at any point of time during the Contract, the Employer shall, without prejudice to its other remedies under the Contract, will make necessary deductions against liquidated damage for number of days, for which HVAC Plant remained unavailable; and shall deduct the amount from the Services Fee of respective month as per following calculations:

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

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

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

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

54.5 The Employer 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. 54.7 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, HVAC Plant, fixtures, metallic items etc.) are Service Provider's risks and the Service Provider shall have to make good all damages/losses to the Employer and the Employer shall make necessary deductions or will take necessary legal action as per law of Islamic Republic of Pakistan for any irreparable loss.

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.




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**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 Maintenance Plan**

- 56.1 At least ninety (90) days before the beginning of each Yearly Period, Service Provider shall prepare and submit to the Employer a proposed Plan for the Annual Maintenance Plan; comprising the following: a) anticipated repairs and capital improvements, b) maintenance and overhaul schedules c) planned procurement (including equipment, spare parts, and consumable inventories) d) maintenance works and activities to be undertaken by the Service Provider
- 56.2 The Employer shall review Service Provider's proposed Annual Maintenance Plan within thirty (30) days following receipt of the proposal. The Employer may, by written request, propose changes, additions, deletions and modifications to the Plan.
- 56.3 Service Provider shall notify the Employer 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 The Service provider shall maintain at the HVAC Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the HVAC Plant, which Monthly reports shall detail fuel use, power output, other operating data, repairs performed and status of equipment. All such records to be maintained for a minimum of Sixty (60) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the parties. Upon the expiration of such period, neither party shall dispose of or destroy any such records without thirty (30) Days prior notice to the other party. The Party receiving such notice may receive such records in lieu of such disposal or destruction by giving the notifying Party notice ten (10) Days prior to the expiration of the thirty (30) Day Period.
- 57.2 Service Provider shall monitor and record all operating data and information that
- a) The Employer must report to any person or entity under any HVAC Plant Agreement,
  - b) The Employer must report to any government agency or other person or entity under applicable Laws and
  - c) The Employer reasonably requests. Service Provider shall report required or requested operating data and information to the Employer as specified by the Employer to support monthly invoicing under the HVAC Plant Agreements, and within fifteen (15) Calendar Days following a request by the Employer. 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 the Employer 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 the Employer the following reports concerning the HVAC Plant operations and the Services:
- (a) **Monthly Reports:** Within ten (10) calendar days following the last day of each calendar month, Service Provider shall submit:



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(i) a progress report, in detail acceptable to the Employer, covering all activities during such month with respect to operations and maintenance (including information regarding the inputs and outputs of the HVAC Plant / 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 (60) days after the end of each Contract Year, Service Provider shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Sub-Clause GCC.58.1 (a), the HVAC Plant activities and operating data for such Contract Year. The annual report shall present a comparison of such HVAC Plant activities and operating data with the goals set forth in the Annual HVAC Plant 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 the Employer to review and discuss the report and any other aspects of HVAC Plant operations that the Employer may wish to discuss.
- (c) **Litigation, Permit Lapses:** Upon obtaining knowledge thereof, Service Provider shall promptly notify the Employer in writing of:
- (i) Any event of default under any of the HVAC Plant Agreements;
  - (ii) Any litigation, claims, disputes or actions, threatened or filed, concerning the HVAC Plant or the Services;
  - (iii) Any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the HVAC Plant or the Services; and
  - (iv) Any dispute with any governmental authority relating to the HVAC Plant or the Services.
- (d) **Other Information:** Service Provider shall promptly submit to the Employer any material information concerning new or significant aspects of the HVAC Plant activities and, upon the Employer's request, shall promptly submit any other information concerning the HVAC Plant or the Services.



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

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

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

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

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

**GCC.63 Termination for Convenience**

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

**GCC.64 HVAC Plant Condition at end of term**

64.1 Upon expiration or termination of this Agreement, Service Provider shall remove its personnel from the HVAC Plant. Service Provider shall leave the HVAC Plant in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted.

64.2 All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Service Provider under this Contract pursuant to Section B (Obligations of the Service Provider) excluding tools and equipment under Clause GCC. 22; and will be left at the HVAC Plant and will become or remain the property of the Employer 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, the Employer shall make the following payments to the Service Provider.

- a) Payments in pursuant to GCC Clauses under Section D for Services; satisfactorily performed by the Service provider; before the effective date of termination.
- b) except in the case of termination under Sub Clauses GCC.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 the Employer exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Performance Security.
- d) In case of termination under Clauses of GCC Section - 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, the Employer shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by the Employer pursuant to this Section G, together with any supporting documentation requested by the Employer, 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, the Employer may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or the Employer may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.



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## **H - INDEMNIFICATION AND LIABILITIES**

### **GCC.66 Indemnification by Service Provider**

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

### **GCC.67 Indemnification by the Employer**

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

### **GCC.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 the Employer's instructions, procedures or policies related thereto, at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Contract to the Service Provider.



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- 68.2 The Employer 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 the Employer's recommendations and industry standards in this regard are implemented without any delay.
- 68.3 The Service Provider shall provide the Employer; information about its working practices, materials and Equipment and shall operate in a manner which does not compromise the Employer's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- 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 polluting emissions.
  - 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 The Employer reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of the Employer communicated to the Service Provider from time to time.
- 68.7 The Employer shall not be responsible for claims directly related to hazardous materials at the HVAC Plant arising out of the grossly negligent or intentional acts of Service Provider. This provision of the Contract shall not be construed to require Service Provider to take corrective action with respect to any hazardous materials at the HVAC Plant before the date of this Contract.
- 68.8 If action is required at the HVAC Plant to comply with any applicable environmental laws during the term of this Contract, the Employer (with Service Provider's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Service Provider only with the Employers 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**

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

**GCC.70 Utilities Provisions**

- 70.1 All utilities essential to operate and maintain HVAC Plant; including Electrical Power Supply; Gas Supply; Water Supply will be the responsibility of the Employer.

**GCC.71 Furniture and Fixtures**

- 71.1 All necessary furniture and fixtures necessitating a proper Office environment for HVAC Plant Staff will be the responsibility and liability of the Employer; 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 the Employer each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or



special damages arising from any aspect of the performance or non-performance 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 the Employer each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, authorized representatives or Affiliates of the Employer or Service Provider for the payment of any amounts due hereunder, or performance of any obligations hereunder. Service Provider shall look solely to the assets of the Employer for the satisfaction of each and every remedy of Service Provider in the event of any breach by the Employer. The Employer shall look solely to the assets of Service Provider for the satisfaction of each and every remedy of the Employer in the event of any breach by Service Provider.
- 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 the Employer's exclusive liability, respectively, to each other, and Service Provider's and the Employer's exclusive remedy, respectively, with respect to the Services to be performed hereunder and the Employer hereby releases Service Provider performing Services hereunder, and Service Provider hereby releases the Employer performing its obligations hereunder, from any further liability.




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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**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 the Employer or others acting on its behalf. Service Provider further agrees, to the extent requested by the Service Provider of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure agreements relative to such information, prior to the receipt thereof.

**GCC.74 The Employer**

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

**GCC.75 Exceptions**

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

**GCC.76 Required Disclosure**

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



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

## **J - RESOLUTION OF DISPUTES AND ARBITRATION**

### **GCC.77 Resolution 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 HVAC Plant Engineer or any other designated representatives of the Employer or Service Provider shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.
- 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 the Employer 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 the Employer shall continue to perform their obligations under this Contract.



**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

## **K - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**

### **GCC.80 Code of Conduct**

- 80.1 The Employer desires that Service Provider; its HVAC Plant Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract Tenure 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 Tenure, 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;”
- 80.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the Service provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

### **ITB.81 Mechanism of Blacklisting**

- 81.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Service Provider who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
  - b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 81.2 The show cause notice shall contain:
- a) precise allegation, against the Service Provider;
  - b) the maximum period for which the Employer proposes to debar the Service Provider from participating in any public procurement of the the Employer; and
  - c) the statement, if needed, about the intention of the the Employer to make a request to the PPRA for debarring the Service Provider from participating in public procurements of all the procuring agencies.
- 81.3 The Employer 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, the Employer may issue notice for personal hearing to the Service provider/ authorize representative of the Service provider and the Employer shall decide the matter on the basis of available record and personal hearing, if availed. In case the Service provider submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the Service provider for personal hearing.
- 81.6 The Employer shall give minimum of seven days to the Service provider for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the Service provider, if availed.



**SECTION VII – GENERAL CONDITIONS OF CONTRACT (GCC)**

**K-CODE OF CONDUCT & MECHANISM OF BLACKLISTING**

- 81.7 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 81.8 The Employer shall communicate to the Service provider the order of debarring the Service provider from participating in any public procurement with a statement that the Service provider may, within thirty days, prefer a representation against the order before the PPRA.
- 81.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by Employer.
- 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.



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**SECTION–VIII**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)



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

#### SUB SECTION A – GENERAL PROVISIONS

##### 1.1(f) Authorized Representative:

Wing Head, Engineering Wing Head Office, Engineering Group, LCMG will be the Authorized Person of the Employer to sign the Contract and Service Provider's Representative would be the authorized person to sign the Contract and the "HVAC Plant Manager" to supervise the Services during the Contract Tenure.

##### 1.1(k) Contract Tenure:

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

##### 1.1(p) Engineer:

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

##### 1.1(aa) Premises:

NBP City Branch Quetta.

##### 1.1(cc) Project Name:

**CONTRACT FOR OPERATION AND MAINTENANCE SERVICES OF HVAC CHILLER & HEATING UNITS BOILERS PLANT AND ALLIED EQUIPMENT; INCLUDING WALL MOUNTED AND FLOOR STANDING AIR CONDITIONING UNITS INSTALLED AT NBP CITY BRANCH QUETTA**

#### 3.1 Conditions Precedent

##### Performance Security

**Amount:** 5% of the Contract Price

**Validity:** For a period of 28 days beyond the **Contract Tenure**; from the Date of issuance of such Security.

**Format:** As per format C-2 provided under Forms of Contract in Section VIII)

**Submission Date:** Within Twenty-Eight (28) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.

**Form:** Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA / AA+ Rated Insurance Company of Pakistan.

#### 9.1 Representative:

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

#### SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

##### 31.1 Performance Security

Same as given above at Sub Clause GCC.3.1 (Conditions precedent)

#### SUB SECTION G – TERMINATION OF CONTRACT

##### 60.2 Service Provider fails to submit Performance Security

Within time period as given above at Sub Clause GCC.3.1 or GCC.31.1

#### SUB SECTION I – CONFIDENTIALITY

##### 73.1 Period of Non-Disclosure for Service Provider

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

##### 74.1 Period of Non-Disclosure for the Employer

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

#### SUB SECTION J – RESOLUTION AND DISPUTES

##### 78.1 Place of Arbitration

Karachi

# SECTION-IX FORMS OF CONTRACT



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**FORM OF PERFORMANCE SECURITY**

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

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

Name of Guarantor with address: \_\_\_\_\_

Name of Principal (Service Provider) with address: \_\_\_\_\_

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

Letter of Acceptance No: \_\_\_\_\_ Dated: \_\_\_\_\_

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


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

*(Insert name of the Title of Works / Services)*

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability 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 **FORM – C1: FORM OF PERFORMANCE SECURITY** 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,

  
\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**  
(Duly signed & stamped by the Signatory of the Bid)

**SECTION IX – FORMS OF CONTRACT**  
**FORM – C1: FORM OF PERFORMANCE SECURITY**

against the NBP's written declaration that the principal has refused or failed to perform the obligations under the Contract which payment will be affected by the Guarantor to NBP's designated Bank & Account Number.

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

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

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Guarantor (Bank/Approved Insurance Co.)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)



\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**  
(Duly signed & stamped by the Signatory of the Bid)

**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:

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.

1. The following documents after incorporating addenda, if any; except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Contract, viz:
  - a. The completed Forms of Bids (Technical and Financial)
  - b. The priced Schedule of Prices (BOQ)
  - c. The General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
  - d. All the Appendices to the Bid
  - e. The Letter of Acceptance Ref No: \_\_\_\_\_ dated: \_\_\_\_\_ duly accepted by the Service Provider
  - f. The Performance Security
  - g. The Letter of Contract Commencement.
2. 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.
3. NBP hereby covenants to pay the Service Provider, in consideration of the necessary Services and to remedy defects therein as per the provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Service Provider

Signature of NBP

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)



**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**FORM OF INTEGRITY PACT**

(To be submitted on Stamp Paper of Rs. 500/-)

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

Contract No: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value (Figures and in words): \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

**Signature of the Service Provider**

**Signature of NBP**

\_\_\_\_\_  
(Seal)

**FORM – C4: FORM FOR DECLARATION OF BENEFICIAL OWNERSHIP INFORMATION**

  
\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**  
(Duly signed & stamped by the Signatory of the Bid)

## DECLARATION OF BENEFICIAL OWNERSHIP INFORMATION

*(To be submitted on Bidder’s Letterhead with Contract Agreement)*

*(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.)*

### Declaration of Ultimate beneficial Owners Information for Public Procurement Contracts

1. Name:
2. Father’s Name/Spouse’s Name
3. CNIC/NICOP/Passport no.
4. Nationality
5. Residential address
6. Email address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of Ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association Of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/	Name of registering authority	Business Address	Country	Percentage of shareholding ,control or interest of BO in the legal person or legal arrangement	Percentage of shareholding ,control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal Person or Arrangement



**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**SECTION IX – FORMS OF CONTRACT  
FORM – C3: FORM OF INTEGRITY PACT**

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (In case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (i.es)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature

(Person authorized to issue notice on behalf of the company)

  
**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**  
(Duly signed & stamped by the Signatory of the Bid)



X EVALUATION CRITERIA

# SECTION-X EVALUATION CRITERIA



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

## EVALUATION CRITERIA

- 1.1 The bidders proving their eligibility as per Eligibility Criteria mentioned in the Invitation to Bid will be considered as an **“Eligible Bidder”** to participate in the bidding process; otherwise their bids will be rejected; without further evaluation.
- 1.2 The eligibility documents and Form of Bid as stated hereunder in **Table “A”** should be attached at specified Annexures; as duly left blank at the end of this bidding document.
- 1.3 The bids of Eligible Bidders will further be evaluated for the **“Responsiveness of the bids”** in pursuant to Clause ITB. 32.
- 1.4 Information supplied by the Bidders 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".
- 1.5 The Employer will review the information supplied by the bidders and will make public the results of evaluation as per PPR-2004.
- 1.6 Bidders applying to qualify are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of the Employer may result in their disqualification.
- 1.7 The response to this bid must be sufficiently detailed to convince the Employer that the bidder applying for eligibility & qualification has the experience as well as the technical / administrative /managerial capabilities and financial capabilities necessary for the execution of the services and they must prove that they have carried out similar services in their own country.
- 1.8 The Employer reserves the right to verify or seek clarifications of the documents or information respectively furnished by the Bidders; if may require. In this regard, the Employer reserves the right to have site visit to verify the previous installation /work experience etc.
- 1.9 The Employer 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 to be relied upon by the Employer, which is incorrect in any respect.
- 1.10 The bids being found as the **“Substantially Responsive Bids”** will only be evaluated further for **“Most Advantageous Bid”** in pursuant to Clause ITB.35.
- 1.11 The decision of the Employer in this connection shall be final and binding on all the Bidders.



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FOR NATIONAL BANK OF PAKISTAN

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FOR THE BIDDER

(Duly signed & stamped by the Signatory of the Bid)

**TABLE - A****CHECKLIST OF DOCUMENTS TO BE ATTACHED WITH THE BID**

S. No.	Document	Attachment Annexure
<b>A-I ELIGIBILITY DOCUMENTS</b>		
1.	FBR Online Verification Document confirming that Bidder is on Active Tax Payer List	Annexure – A
2.	Provincial Revenue Board Online Verification Document confirming that Bidder is on Active Tax Payer List for Sales Tax on Services.	Annexure – B
3.	Pakistan Engineering Council (PEC) Valid Registration Certificate in Financial Category C-6/O-6 or above with Specialization Code: ME- 01.	Annexure – C
4.	The bidder shall have completed minimum two annual Contracts of similar nature, costing not less than <b>Rs. 2.0 Million</b> during last <b>three Years</b> . (Copy of Satisfactory Contract Completion Certificate to be Annexure D & E furnished)	Annexure D & E
5.	An Undertaken/Affidavit by the Contractor/Operator that he has <b>not been blacklisted</b> and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past, on no-judicial Stamp Paper of worth Rs. 500/-.	Annexure – F
<b>A-II BID RESPONSIVENESS DOCUMENTS</b>		
1.	Bid Security in pursuant to Clause ITB. 22	To be uploaded on EPADS
2.	Form of Bid on Bidder's Letterhead as per format specified in Form B1 of Section V in pursuant to Clause ITB 14.1(b).	Annexure – G




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**FOR NATIONAL BANK OF PAKISTAN**


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**FOR THE BIDDER**

(Duly signed &amp; stamped by the Signatory of the Bid)

## SECTION–XI

## ANNEXURES

(BLANK PAGES FOR THE DOCUMENTS TO BE  
ATTACHED AS PER TABLE “A”)



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “A”  
FBR DOCUMENT FOR ACTIVE STATUS ON ATL**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “B”  
PROVINCIAL TAX DOCUMENT FOR ACTIVE  
STATUS ON ATL**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

BLANK PAGE FOR ATTACHMENT OF  
**ANNEXURE “C”**  
**PEC CERTIFICATE**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “D & E”  
EXPERIENCE RELATED CONTRACT &  
COMPLETION DOCUMENTS  
PROJECT 1**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)



**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “D & E”  
EXPERIENCE RELATED CONTRACT &  
COMPLETION DOCUMENTS – PROJECT 2**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE “F”  
NON-BLACKLISTING UNDERTAKING/AFFIDAVIT**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)

**BLANK PAGE FOR ATTACHMENT OF  
ANNEXURE "G"  
FORM OF BID ON BIDDER'S LETTERHEAD**



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**FOR NATIONAL BANK OF PAKISTAN**

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**FOR THE BIDDER**

(Duly signed & stamped by the Signatory of the Bid)