Standard Bidding Document

T-4235/26/ABZ HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ)
(Non-Consultancy Services)

National

Single Stage-One Envelope

CORRIGENDUM # 1	CORR-P126133-001
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October 09, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Security Printing Corporation (Procurement)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Security Printing Corporation (Procurement)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**T-4235/26/ABZ HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ)**" with the reference of **"P126133"**

2. The **Pakistan Security Printing Corporation (Procurement)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/126133**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Tuesday, October 20, 2026 11:00 AM**. E-bids will be opened on the same day at **Tuesday, October 20, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at

https://www.youtube.com/watch?v=MNW6T38v7tc

7. In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services for as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Invitation for Bids.

3. **Fraudualent & Corrupt Practices**

3.1. As defined under Rule 2(1)(f) of the Public Procurement Rules, 2004.

4. **Eligible Bidders**

4.1. A bidder is eligible to participate in a procurement process if the bidder:

4.1.1. possesses or has access to the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and reputation necessary to complete the procurement contract;

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. is not insolvent, in receivership, bankrupt or being wound up and its activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;

4.1.4. is not the subject of legal proceedings for any of the matters mentioned in sub-rule (c);

4.1.5. has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security (where applicable) other contributions of its employees; and

4.1.6. has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been convicted of a criminal offence related to:

4.1.6.1. its professional conduct; or

4.1.6.2. a bidder (or, in the case of a company, its key individuals such as owners, beneficial owners, directors, or officers) must not have engaged in any prohibited practice, such as fraud, corruption, collusion, or coercion, within the time period stated in the bidding documents, which can be up to three years before the start of the procurement process. Additionally, the bidder must not have been debarred (i.e., banned) from participating in public procurement processes in Pakistan or by any international organization or country. If they have, they are ineligible to participate in the current bidding.

4.2. The procuring agency may require a bidder participating in the procurement process to provide the prescribed documentary evidence or other information to satisfy itself that the bidder is qualified in accordance with the criteria in sub-clause (1).

4.3. A procuring agency shall set out in the bidding document all the criteria for qualification to be applied in accordance with sub-clause (1).

4.4. Except as permitted under the Ordinance, Rules and Regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that:

4.4.1. discriminates against or among a bidder or against categories of bidders; or

4.4.2. is not required for the performance of the procurement contract; or

4.4.3. is not related to the avoidance or management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

4.5. A procuring agency shall assess the eligibility of a bidder for participation in the procurement process against the criteria for qualification under sub-clause (1).

4.6. In the case of a joint venture, consortium, or association, all members shall be jointly and severely liable for the execution of the contract in accordance with the terms and conditions of the contract. The joint venture, consortium, or association shall nominate a lead member as nominated in the BDS,

4.7. who shall have the Authority to conduct all business for and on behalf of any and all the members of Joint venture, consortium, or association during the bidding process, and in case of award of contract, during the execution of the contract.

4.8. The appointment of the lead Member in the joint venture, consortium, or association shall be confirmed by submission of valid power of Attorney to the procuring agency.

4.9. Subject to the limits specified in the BDS, the procuring agency may allow bidders to participate in the form of a Joint Venture (JV). However, each party in the JV must individually meet the eligibility criteria specified in the BDS

4.10. No Bidder can be a sub-contractor while submitting a Bids individually or as a member of a joint venture in the same Bidding process.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide in Section VI, Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued by the Procuring Agency include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Eligible Countries
Section V Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section VI Bidding Forms
Section VII Fraudaulent & Corrupt Practices
Section VIII – Material & Non-material deviation
Section IX General Conditions of Contract (GCC)
Section X Special Conditions of Contract (SCC)
Section XI Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 1.1.**

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum.

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or permitted.
The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a

bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document and shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB BDS, GCC and SCC;

9.1.2. Documentary evidence established in accordance with BDS that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with BDS that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established, that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with BDS; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to BDS, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as "Eligible Countries".

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, unless otherwise price adjustment is permissible under Conditions of the Contract. (May be reviewed)

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services on annual basis as per agreement.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the applicability in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Section VI (Bid Forms) The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in BDS, GCC and SCC are invoked.

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

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors, or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with SCC; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with BDS and SCC.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through

EPADS v2.0.

20.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) signing the forms of bid.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell/Evaluation Committee**

22.1. The Procuring Agencies to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements. As per Rules 29 & 30 of Public Procurement Rules, 2004,
The Procuring Agencyis required to establish a Procurement Cell/Evaluation Committee which shall Evaluate the Bids inaccordance with the evaluation criteria, terms and conditions given in the bidding documents.

23. **Opening of Bids**

23.1. The Bid Evaluation Committee of the Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who

choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

23.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (c) the presence of a bid security, if required; and (d) any other details as the procuring agency may consider appropriate.

23.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

23.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

24. **Confidentiality**

24.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

24.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

25. **Preliminary Examination of Bids**

25.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

25.1.1. meets the eligibility criteria defined in **BDS**;

25.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

25.1.3. is accompanied by the required securities; and

25.1.4. is substantially responsive to the requirements of the bidding document.

25.2. The procuring agency will confirm that the documents and information specified under **BDS, GCC and SCC** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bids shall be rejected.

25.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

26. **Examination of Terms and Conditions, Technical Evaluation**

26.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **BDS,** to confirm that all requirements specified in **Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed inthe bidding document have been met without material deviation or reservation.

26.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with BDS**,** it shall reject the bids.

27. **Correction of Errors**

27.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency 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;

27.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

27.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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

27.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed.

28. **Conversion to Single Currency**

28.1. As per Rule 30 of Public Procurement Rules, 2004.

29. **Evaluation of Bids**

29.1. The procuring agency shall evaluate bids in accordance with Rule 30 of Public Procurement Rules, 2004 and compare only those bids determined to be substantially responsive.

29.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the Bid Data Sheet (BDS) and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

29.3. In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.

29.4. The Procuring agency evaluation of a bid will take into account:

29.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

29.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 6;**

29.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 7**;

29.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

29.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

30. **Determination of Most Advantageous Bids**

30.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

31. **Abnormally Low Financial Bids**

31.1. Procuring agency may reject a bid if it 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, such that it raises material concerns on the part of the procuring agency, as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

A procuring agency shall not reject a bid as abnormally low under sub-clause (1) above unless the procuring agency –

31.1.1. requested in writing through EPADS from the bidder a written clarification of his bid, including a detailed price analysis of his bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document; and

31.1.2. having taken account, the information provided by the bidder in response to a request under paragraph (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily for the offered price.

The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision.

32. **Rejection of Bids**

32.1. As per Rule 33 of the Public Procurement Rules, 2004

33. **Single Responsive Bid**

33.1. The procuring agency may consider single responsive bid subject to underlying conditions of Rule 38(b) of the Public Procurement Rules, 2004.

34. **Arbitration**

34.1. As per Rule 49 of Public Procurement Rules, 2004.

F. Award of Contract

43. **Criteria of Award**

43.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as most advantageous Bid.

44. **Procuring Agency's Right to reject All Bids**

44.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

44.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

45. **Notification of Award**

45.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

45.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Acceptance will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

45.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee and signing of the contract.

46. **Signing of Contract**

46.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

47. **Performance Guarantee**

47.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS**

and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

47.2. Failure of the successful bidder to comply with the requirement of **BDS, SCC and GCC** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next ranked bidder or call for new bids.

48. **Corrupt & Fraudulent Practices**

48.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee.

54. **GRC Procedure**

54.1. Any aggrieved party or bidder as the case may be, may file grievance in accordance with Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance Regulations, 2022

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-19 of the Public Procurement

Rules, 2004 , Mechanism for Blacklisting, Debarment Regulations, 2024 and Regulation on “procedure for filling and disposal of review petition under rule-19(3) of the Public Procurement Rules, 2004.

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Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Non-Consultancy 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 those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

Name of Procuring Agency: **Pakistan Security Printing Corporation (Procurement)**

The subject of procurement is: **T-4235/26/ABZ HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ)**

Expected commencement date: **Monday, November 30, 2026**

BDS Clause Number 2

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P126133**

BDS Clause Number 3

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Saturday, October 17, 2026

Pre-Bid Meeting: Monday, October 5, 2026 11:00 AM
Venue: Pakistan Security Printing Corporation, Jinnah Avenue, Malir Halt, Karachi

BDS Clause Number 5

Any addendum, in case issued, shall be published on **Pakistan Security Printing Corporation (Procurement)** website and on **EPADS v2.0**.

BDS Clause Number 6

List of documents required along with the bid: No

BDS Clause Number 7

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

The price shall be **Fixed**.

BDS Clause Number 12

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Bank Guarantee**

BDS Clause Number 15

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 90 days so the bid security shall be valid for 90+28 = 118 days.

BDS Clause Number 16

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Jinnah Avenue, Malir Halt, Karachi

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Tuesday, October 20, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Tuesday***

Date: ***Tuesday, October 20, 2026***

Time *:* ***11:30 AM***

BDS Clause Number 19

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

21.

51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

Grievence against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
The bidder must conduct a mandatory site visit before the bid opening date to assess all mechanical, electrical, civil, access and connection requirements, otherwise bid will be rejected. Interested bidders shall send their CNIC, Date of issuance of CNIC and visitor's full name to aliza.zaidi@pspc.gov.pk for entry approval.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

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Related Services :

No

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Services Specifications

Positions Without Lots :

Position: HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ)

Specifications / Requirements:

SPECIFICATIONS AS PER BOQ/TERMS & CONDITIONS IN ANNEXURE

Scope of Work

Terms & Conditions

1.The contractor shall provide a complete package of electrical chiller air cooled including chiller(s), pumps, chilled water piping, electrical distribution/cabling, installation, testing, commissioning, operation, maintenance and demobilization, the bidder must add separate costs of each service as per Schedule B.

2.The contractor must at least possess at least C6 - ME01 category PEC license.

3.The required cooling capacity shall be 400 TR, which may be provided as 01 × 400 TR or 02 × 200 TR chillers, the piping connections must be synced with existing system.

4.The contractor must complete the installation within 07-15 days, and the chiller(s) must be operational within this time slot after issuance of PO otherwise the LD will be deducted at 0.1% of total PO per day delay.

5.The offered chiller(s) shall not be older than 10 years from the date of manufacture at the time of deployment.

6.The rental chiller(s) must be suitable for continuous 24/7 operation throughout the rental period and compatible with the existing PSPC chilled water system.

7.The bidder must conduct a mandatory site visit before the bid opening date to assess all mechanical, electrical, civil, access and connection requirements, otherwise bid will be rejected.

8.The initial rental contract period shall be 6 months, extendable by PSPC for up to an additional 12 months, subject to operational requirements on same rates, terms & conditions.

9.The monthly rental billing shall be based on 720 hours per month, representing 24-hour operation, including 20 hours allowable downtime.

10. Any downtime exceeding the allowable 20 hours per month shall be subject to proportionate deduction from the monthly rental payment.

11.10% Mobilization Advance (of the total Contract Value) against an unconditional Bank Guarantee enforceable in Pakistan (PACRA Rating AAA & AA++ only) shall be issued to the qualifying bidder, if required by the bidder. 90% of the remaining payment shall be paid as monthly rental billing accordingly.

12. The process and time period of verification of the bank guarantee and release of Mobilization Advance shall not impact the installation of chillers within 07-15 days of issuance of PO.

13.After installation, the contractor will successfully complete a minimum 48-hour continuous test run at 100% load before handing over the system to PSPC. The testing would be witnessed by PSPC representatives. Any stoppage during the test run will reset the time to zero and be initiated again. Failure to meet 48 hours continuous test shall render the Bid Security/ Performance Guarantee be forfeited by PSPC.

14.In case of any chiller breakdown, fault or trip, the contractor shall respond and commence corrective action within 02 hours of notification.

15. Chillers must have in and out chilled water flow meters either on chiller or with piping.

16. Any faulty component/part affecting chiller operation shall be replaced within 04 hours of identification of the fault.

17. The contractor shall maintain adequate critical spare parts, tools and technical manpower to meet the specified breakdown response and repair requirements.

18. The contractor shall arrange, provide and install all required temporary foundation pads, support and vibration isolation arrangements for the rental chillers.

19. PSPC shall provide the incoming electrical cable/supply point. The contractor shall provide the temporary DBs, protection devices and all DB-to-chiller/outgoing cables, including required accessories and terminations.

20.The contractor shall separately quote the cost of providing required temporary chilled water piping, valves, flexible connections, insulation and accessories for connection with the existing system, it would be option of procuring agency to choose or not to choose the services.

21. The contractor shall be responsible for the complete operation and preventive/corrective maintenance of the rental chillers throughout the rental period.

22. The contractor shall provide 24/7 technical support and emergency response throughout the rental period.

23.All installation, testing, commissioning, operation, maintenance and demobilization works shall be completed without causing any unnecessary interruption to PSPC plant operations. Final payment shall only be released once the PSPC site is retained back to its original condition by the contractor.

24. The contractor shall maintain daily operating-hour and downtime records, which shall be verified by PSPC for monthly billing.

25. The contractor shall submit complete technical details, manufacturer, model, serial number and year of manufacture of the

proposed chiller(s) along with the bid.

26. The contractor shall be responsible for transportation, installation, commissioning, dismantling and removal of all rental equipment.

27. The quoted rates shall include all costs necessary for the safe, reliable and continuous operation of the temporary chiller system, and no additional payment shall be made for items required for complete execution of the scope.

28.In case of any contradiction between BOQ and Tender Document, the BOQ/Terms & Conditions shall prevail.

29. Contractor & its workforce shall abide by all HSE requirements. PSPC shall not be held responsible for any damage to life or property.

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Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

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EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. **Dispute Settlement**

32.1. **Arbitration**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Security Printing Corporation (Procurement), Deputy General Manager Jinnah Avenue, Malir Halt, Karachi

The Supplier is:

The title of the subject procurement is:T-4235/26/ABZ HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ)

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Security Printing Corporation (Procurement), Deputy General Manager
Jinnah Avenue, Malir Halt, Karachi
+92-992-48511
aliza.zaidi@pspc.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Security Printing Corporation (Procurement), Deputy General Manager
Jinnah Avenue, Malir Halt, Karachi
+92-992-48511
aliza.zaidi@pspc.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Services till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing services due to a conflict of a nature described in Clause GCC C2**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **0.06%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause F

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause F

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For Physical Fitness having No Damages (Certificate from supplier)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Number of GC Clause F 5 & 6

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P126133***

To: **Pakistan Security Printing Corporation (Procurement), Deputy General Manager Jinnah Avenue, Malir Halt, Karachi**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Security Printing Corporation (Procurement), Deputy General Manager Jinnah Avenue, Malir Halt, Karachi**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **T-4235/26/ABZ HIRING SERVICES FOR RENTAL CHILLER WITH ACCESSORIES (AS PER BOQ) (*P126133*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, 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 in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Security Printing Corporation (Procurement), Deputy General Manager Jinnah Avenue, Malir Halt, Karachi**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Integrity Pact

Information (Read-Only)

See Form Under Additional Forms and Documents: **Integrity Pact** (page number: 71)

Performance Security (or guarantee) Form

Information (Read-Only)

See Form Under Additional Forms and Documents: **Performance Security (or guarantee) Form** (page number: 73)

Code of Conduct & Undertaking

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Code of Conduct & Undertaking** (page number: 74)

Non-Disclosure Agreement

Information (Read-Only)

See Form Under Additional Forms and Documents: **Non-Disclosure Agreement** (page number: 80)

Undertaking for Compliance with Health, Safety & Environment (HSE) Policy of PSPC

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Undertaking for Compliance with Health, Safety & Environment (HSE) Policy of PSPC** (page number: 84)

Declaration for Ultimate Beneficial Owners Information

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Declaration for Ultimate Beneficial Owners Information** (page number: 85)

Affidavit for Bidder’s Blacklisting Status

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Affidavit for Bidder’s Blacklisting Status** (page number: 87)

CONTRACT FORM (SERVICE)

Information (Read-Only)

See Form Under Additional Forms and Documents: **CONTRACT FORM (SERVICE)** (page number: 88)

Terms & Conditions-Corrigendum

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Terms & Conditions-Corrigendum** (page number: 92)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

Integrity Pact

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

Contract Number: _____

Contract Value: _____

Contract Title _____

Date: _____

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

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier]

agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

[Buyer]	[Seller/Supplier]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Performance Security (or guarantee) Form

To: [Subject]

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Code of Conduct & Undertaking

Objective

This Code of Conduct aims to establish PSPC's business and employment practices on the highest standards of ethical behavior, integrity, accountability, courage and excellence.

It also aims to ensure that all concerned adhere to PSPC's defined core values, act with prudence, protect the interests of PSPC and maintain a positive work environment.

Scope

This Code of Conduct is applicable on all PSPC Employees, Contract Employees, Trainees, Apprentices, Deputationist, Outsourced Workforce, and other stakeholders.

General Behavior

The ethical principles of the Corporation prevail over the concerned individual's personal origins, beliefs, values, opinions, preferences, or habits at all times. All concerned, while they are in PSPC's service, shall strictly adhere to the following rules of General Behavior at all times which include, but are not limited to, the following responsibilities:

3.1. Comply with all applicable laws, including, but not limited to, those pertaining to general employment, anti-fraud, corruption, bribery, anti-discrimination, anti-harassment, health, safety and environmental protection.

3.2. Conduct themselves honestly and carry out their duties diligently and impartially to the best of their abilities, in compliance with the applicable rules, regulations, policies and procedures, as defined by PSPC from time to time.

3.3. Maintain highest standards of ethics and professionalism and devote their working activities to the service of PSPC.

3.4. Not guarantee or promise employment of any type to anyone for any length of time.

3.5. Assist and advise colleagues and show openness and transparency in all dealings with them.

3.6. Do not withhold information from concerned colleagues that may affect the conduct of business, particularly in order to gain a personal advantage. Providing false, inaccurate or exaggerated information, refusing to cooperate with colleagues or demonstrating any form of obstructive behavior is strictly not allowed.

3.7. Not indulge in any activity during off duty hours that directly or indirectly undermines the provisions of this Code, other PSPC rules, policies and procedures, or brings disrepute to PSPC.

3.8. Refrain from indulging in any illegal and unlawful activity including but not restricted to substance abuse and consumption of alcohol, drugs or any kind of intoxicant(s), as well as, any sort of gambling/betting activities, etc.

3.9. Officers of PSPC performing supervisory functions/roles on behalf of PSPC shall take every possible care to act within the delegated authority as provided by any law, rules or regulations under which such officers may purport to act.

Fraud, Embezzlement & Misrepresentation

4.1. All concerned shall not commit, or assist any activity that involves making false statements, fraud, forgery, misappropriation, theft, embezzlement, bribery, misrepresentation, violation of PSPC rules and regulations, policies and procedures or any similar activity that harms, or may harm the interest and reputation of PSPC.

4.2. Be honest in conveying professional conclusions, opinions, research and findings for whatever purpose and shall not manipulate the system for personal gains.

4.3. Refrain from indulging in any illegal and unlawful activity.

4.4. Abstain from any false or intentionally misleading information and declarations, bogus documents, and submit false or misleading claims with wrong information.

Discrimination and Harassment

5.1. All concerned shall treat all internal and external stakeholders with respect, fairness and courtesy and avoid all such forms of behavior that create or may create an atmosphere of harassment, hostility, intimidation and discrimination of any kind, especially involving age, gender, health, ancestry, physical disability, race, religion, length of service, political beliefs, marital status or family structure.

5.2. Shall not propagate in any manner whatsoever sectarianism, ethnic / regional hatred / animosity and take part in sectarian, ethnic, linguistic or parochial activities, as well as partiality or favoritism on these bases, indulge in nepotism, victimization, willful abuse of power, and unwarranted negative criticism and gossip about other employees.

5.3. Avoid creating / sending / forwarding electronic or any other form of communication that contains statements or material, which is discriminatory, offensive, defamatory, illegal or constituting harassment.

5.4. Refrain from engaging in any form of inappropriate relationship with persons with whom they have a professional relationship.

Confidentiality

6.1. All concerned shall maintain strict confidentiality of PSPC and its constituents affairs and shall not communicate directly or indirectly to their colleague(s) or (ex) employee(s) belonging to other department(s) or profession or to the press or public, any document or information which has come into their possession in the course of their official duties, or has been prepared or collected by them in the course of their duties, whether from official sources or otherwise, unless compelled to do so by judicial or other authority or unless instructed to do so by a superior officer in the discharge of his / her duties.

This confidentiality must be maintained by the employee even after the cessation of their employment with PSPC.

6.2. All concerned shall not give any evidence, document, or any information before a public committee without the prior approval of the Competent Authority.

6.3. Interaction or communication directly or indirectly on behalf of PSPC with foreign governments, media, and missions in Pakistan without seeking clearance from the competent authority is not permissible.

Use of PSPC Assets and Resources

7.1. All concerned are required to use PSPC assets such as properties, office equipment, supplies etc. for PSPC's business purposes and not for gain or benefit of persons or entities other than PSPC, including self.

7.2. Material information such as information contained in any file, document, note, report, letter, fax, USB, email, instrument, etc. held by the concerned must be used solely for the purpose of PSPC business and returned to PSPC upon cessation of employment / contract agreement.

7.3. Official information, documents, reports, proposals, research papers, software, etc. developed using PSPC time and resources constitute PSPC's intellectual property. All concerned will neither have the right to claim these as their own, nor shall they use/exploit the same for personal gain or benefit of persons or entities other than PSPC during or beyond cessation of their employment with PSPC.

Political Affiliation

8.1. No employee of PSPC shall take part in or subscribe in aid of or assist in any way, any political activity / movement in Pakistan or relating to the affairs of Pakistan, or take part in, or in any way assist, any movement or activity, which is, or tends directly or indirectly to be, subversive to Government as by law established in Pakistan or detrimental to the ideology or integrity of Pakistan.

8.2. Employees shall not canvass or otherwise interfere with or use their influence in connection with or take part in any election to a legislative body, whether in Pakistan or elsewhere, provided that an employee who is qualified to vote at such election may exercise their right to vote; but if he/she does so, he/she shall give no indication of the manner in which he/she proposes to vote or has voted.

Attendance and Punctuality

9.1. All concerned shall not leave the office or absent himself / herself from duty, without prior permission of the Competent Authority.

9.2. Strictly adhere to defined break timings, as defined by PSPC from time to time.

Conflict of Interest

10.1. All concerned are required to recognize and disclose activities that might give rise to conflicts of interest or the perception of conflicts and to ensure that such conflicts are properly managed or avoided. All disclosure should be made at the time the conflict arises, or when it is recognized that a conflict may be perceived, in writing to the supervisor. If the supervisor also has an interest in the matter, the disclosure shall be made to the next higher level of authority.

10.2. While an officer is serving in PSPC, their spouse, children and siblings will henceforth not be eligible for recruitment in PSPC, SBP and/or any of its other subsidiaries.

Gifts and Entertainment

11.1. Except as permitted, employees shall neither receive nor give any gift(s) or favor(s), in cash or any kind, from / to any organization, including those stakeholders (individual, entities or person created by law) who are in contact with PSPC.

11.2. The above instructions will not be applicable in case;

a. A gift received for value of up to Rs 10,000 provided aggregate value of gifts received / given from / to during a fiscal year from same source does not exceed Rs 20,000;
b. Advertising materials including trade discounts that an individual or entity normally offers to its general customers;

11.3. The intended recipient will politely refuse the offer of gifts valuing above. However, where such refusal may impact the official relationships, the gift so received would be immediately, but not later than 72 hours, surrendered to HR.

Prohibitions

12.1. Smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, electronic Cig, snuff, or chewing tobacco) is not permitted within the office premises. Employees may smoke outside in open air, at the designated areas, without compromising on the working hours.

12.2. Use of any sort of drug including Pan, Gutka, Naswar, etc. within the office premises is not allowed.

Self-Disclosure of Criminal Conviction

All employees are required to self-disclose any criminal offence for which any investigating agency have taken cognizance and for which a conviction has been decided against such an employee by any court of law while being professionally engaged with PSPC irrespective of the nature of engagement.

Health & Safety

All employees must take measures to promote safe working practices, and follow the instructions given by the Health, Safety, and Environment Team from time to time.

Whistleblowing

All concerned are responsible to immediately report any alleged ethical misconduct or fraud. The employees may raise their concerns through a written report or email at whistleblower@pspc.gov.pk. For more information on the applicability of this policy, refer to Whistleblowing Policy.

Compliance with the rules of conduct

Role of line managers

16.1.1. Line managers shall take the necessary measures to encourage respect for the rules of conduct within the entities for which they are responsible.

16.1.2. Managers should ensure that employees placed under their authority are aware of this code.

16.1.3. Apart from the vigilance, line managers are expected to behave in an exemplary manner as regards respect for the principles and rules set out in this code.

16.2. Any information pertaining to violation of this Code must immediately be reported to Director Human Resources.

16.3. If Director Human Resources is found to be violating this Code, MD may be reported. In case of violation by MD, Chairman PSPC may be reported.

Reporting Confidentially

17.1. All stakeholders when reporting to Director HR shall be deemed to have made such report in strict confidence.

17.2. Human Resource Department shall not disclose the identity of concerned employee to other parties unless it is in the interest of the Corporation or it is required by law.

Consequences of Violating the Code

18.1. Any employee who violates the Code shall be subject to disciplinary action.

18.2. Failure to report deviations of the Code by all concerned may result in disciplinary action. Similarly, failure to report deviations of the Code by other stakeholders may result in the termination of their relationship with the Corporation.

Interpretation

This policy shall supersede all previous policies on the subject. In case of any ambiguity in understanding this Policy, the interpretation of the Managing Director will be treated as final. Any exception to the policy shall be approved by the Managing Director on the recommendation of Director HR and shall be reported to Board Human Resource Committee for ratification.

Undertaking for Compliance with Code of Conduct

Bidder Name: _____

Bidder Representative (If any): _____

Date: _____

I, the undersigned, on behalf of [Bidder Company Name], hereby acknowledge that I have received, read, and understood the Code of Conduct established by [Procuring Agency Name].

As a bidder participating in the procurement process, I undertake to:

1. Adhere to the highest standards of integrity and professionalism in all interactions with PSPC
2. Ensure that all communications and representations made during the bidding process are truthful and transparent.
3. Comply with all applicable laws, regulations, and policies outlined in the Code of Conduct.
4. Avoid any conflicts of interest and disclose any potential conflicts promptly.
5. Report any unethical behavior or violations of the Code of Conduct to the appropriate authorities within PSPC.

I understand that any breach of this undertaking or the Code of Conduct may result in disqualification from the bidding process and potential legal consequences.

Authorized Signature: _____

Date: _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Non-Disclosure Agreement

Rs. 500/- Stamp Paper Print

P.O.#: _____

NON-DISCLOSURE AGREEMENT (NDA)

This agreement is entered into as of …… day of……Year

between

Pakistan Security Printing Corporation (Pvt.) Limited, Manufacturer of Banknotes and Prize Bonds registered under the laws of Pakistan, having its registered office at Jinnah Avenue Malir Halt, Karachi, through its authorized representative_____(hereinafter referred to as '**PSPC',** which expression, where the context so requires and permits, shall mean and include its successors–in-interest, administrators, executors, legal representatives and permitted assigns);

and

_____**,** having its registered office at……through its authorized representative (hereinafter referred to as '**……..**' which expression, where the context so requires and permits, shall mean and include its successors–in-interest, administrators, executors, legal representatives and permitted assigns).

(PSPC and _____are hereinafter collectively referred to as the "Parties" and individually as a "Party").

Agreement' means this Agreement and all written amendments and revisions made thereto from time to time.

"Effective Date" means the date of execution of this Agreement.

'**State'** means the territory of the Islamic Republic of Pakistan.

WHEREAS

The Parties to this Agreement wishes to enter into an Agreement concerning the disclosure of certain proprietary and confidential information, whereby it will be necessary for each party (the "**Disclosing Party**") to disclose to the other Party (the "**Receiving Party**"), as the case may, information of a confidential or proprietary nature for the purposes as defined in the Agreement (**Authorized Purpose**) (irrespective of the form of presentation or communication including, but not limited to data, notes, analyses, compilations, studies, physical objects, samples, financial information, technical information, cost information, techniques, , material, methods, processes, sources and any other information, however, described, which is or could be valuable in the type of business in which Disclosing Party is engaged) provided that any disclosure of information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 30 days of disclosure ("Information").

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IT IS AGREED AS FOLLOWS:

1. This Agreement will apply to any disclosure of Information on the Effective Date. This Agreement may be terminated by any Party after giving a prior notice of 30 (Thirty) days' in writing; or immediately if the Disclosing Party has reason to believe that the Receiving Party is in breach of any of the obligations contained herein. Such termination shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.

2. Receiving Party shall hold and protect the Confidential Information in the same manner as it protects its own confidential information and in any event such protection shall not be less than that which a reasonable person or business would take in protecting its own confidential information; and shall use the Confidential Information for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information and only disclose Information on a need-to-know basis to such of its employees, contractors, agents, representatives and consultants as is reasonably required, and are under similar obligations of confidentiality as contained in this Agreement, the use whereof shall be restricted for Authorized Purpose only.

   Receiving Party shall not, without the prior written approval of the Disclosing Party, use publish, copy, or otherwise disclose the Confidential Information to others, or permit the use by others for any purpose other than the Authorized Purpose. Receiving Party shall, forthwith upon receipt of a written request from the Disclosing Party or on termination:

(i) return all information supplied by the Disclosing Party as well as items and materials relating to or derived from the Information;
(ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;
(iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above; and
(iv) provide a certificate signed by a senior officer of the Receiving Party confirming that the provisions of this clause have been complied with.

3. This Agreement shall not apply to any Information which the Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made; or (e) is required to disclose pursuant to a court order or any law/rules/regulations provided that the Receiving Party shall have given prior written notice to the Disclosing Party.

4. This Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to the Receiving Parties of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an “as is” basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose other than the Authorized Purpose. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Parties as a result of any Receiving Party’s use of the Information.

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5. This Agreement does not create any agency or partnership relationship and each party shall act as an independent entity. This Agreement will not be assignable or transferable by the Parties. All additions or modifications to this Agreement must be made in writing and signed by the Parties.

6. Notices shall be delivered personally, or by prepaid first class mail, or transmitted by facsimile to the Parties at such address or number as the parties shall specify from time to time.

7. The Receiving party may obtain consent of the Disclosing party for any waiver of rights, to share information received under this Agreement to a third party for the Authorized Purpose. Any waiver of any right under this Agreement is only effective if it is in writing and applies to the specific circumstance for which it has been given.

8. In the event of a breach, Disclosing Party shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Receiving Party, or its employees, contractors, agents, representatives and consultants,

1. This Agreement shall be governed by and shall be construed in accordance with the laws of Pakistan. In case of any dispute and difference which may arise in connection with the execution of the contract, the matter shall be referred to Director Operations of Corporation, who shall take decision in the matter. In case the dispute remains unresolved, the matter will be resolved through arbitration as per the Arbitration Act, 1940.

In WITNESS WHEREOF, the parties have executed this Agreement and shall be effective as of the date first above written.

For and on behalf of
Pakistan Security Printing Corporation
_____

For and on behalf of

This Agreement has been executed in the presence of the following witnesses:

1. Full Name: _____

   Address: _____

   Signature: _____

   CNIC No: _____

2. Full Name: _____

   Address: _____

   Signature: _____

   CNIC No: _____

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Undertaking for Compliance with Health, Safety & Environment (HSE) Policy of PSPC

Bidder Name: _____

Bidder Representative (If any): _____

Date: _____

As a bidder participating in the procurement process, I undertake to comply with all applicable HSE laws, regulations and industry standards; and with all following HSE requirements of PSPC:

1. Suppliers / Contractors are responsible for the health, safety and well-being of their employees. The contractors will also be responsible to provide relevant personal protective equipment (PPEs) to their workforce where required.

2. Suppliers / Contractors who have their own HSE management system, shall provide details of the same on request.

3. The contractor / suppliers must take all necessary safety precautions related to the performance of contract in order to protect all worksites, including all personnel and property of the PSPC, the contractor, all third parties and the communities.

4. Contractor shall ensure that all personnel are adequately trained & skilled to perform the task assigned.

5. Supplier / Contractor shall ensure compliance with PSPC policies, procedures and applicable legal and regulatory requirements after award of contract and during execution. These policies and procedures can be obtained upon request from Purchase Department.

6. Contractor shall adhere to set standards and requirements for environmental protection.

I, the undersigned, on behalf of [Bidder Company Name], hereby acknowledge that I have received, read, and understood the HSE requirements of PSPC.

Authorized Signature: _____

Date: _____

Declaration for Ultimate Beneficial Owners Information

ITB No: _____
Title: _____
Bidder: _____

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	7	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	Email address	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

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 (InBlock Letters)	CNIC No. (in case of foreigner ,Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address infull or the registered/ principal office address for a subscriber other thannatural 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)

Seal & Signature of Bidder: _____

Date: _____

Affidavit for Bidder's Blacklisting Status

ITB No: _____
Title: _____
Bidder: _____

[Required on non-judicial stamp paper; value of Rs. 100 stamp paper should be as per required value as per Stamp Duty Act]

To:

Deputy General Manager (Purchase)
Purchase Department
Pakistan Security Printing Corporation (Pvt.) Ltd
Jinnah Avenue, Malir Halt,
Karachi –Pakistan

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, [Manager], has/have not been Blacklisted/Sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan during last 05 (five) years.

Detection of false declaration / statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to Disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of contract.

Seal & Signature of Bidder:	_____
Date:	_____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION IX: CONTRACT FORMS

((TO BE EXECUTED ON N.J. STAMP PAPER VALUING 0.35% OF PURCHASE ORDER)
PURCHASE CONTRACT (SERVICE)

SUBJECT: - _____

This agreement made on the _____ day of __ effective from the date of posting of contract on EPADS between Messrs. ____, hereinafter referred to as SUPPLIER & Pakistan Security Printing Corporation (Pvt) Limited, Karachi, hereinafter referred to as the "Corporation" (which expression shall unless repugnant to the context, mean and include their successors and assigns) of the FIRST PART, and Messer. _____having is registered office at_____hereinafter referred to as contractor (which expression unless repugnant to the context, mean and include its successors and assigned) of the SECOND PART: -

Whereas, the CORPORATION has entered into a CONTRACT with the Contractor for the above-mentioned work at the premises of the Corporation as per specifications and details as per bid documents submitted against T-_____ amounting to Rs. _____ (_____) as per following terms and conditions.

1. **Commencement of work:**
   That the contractor should commence the work within _____ days of Purchase order.

2. **Completion of Work:**
   That the whole work should be completed before _____ (_____ days) as given in purchase order.

3. **Liquidated Damages:**
   That if the said work is not completed within the stipulated period, a fine of 2% per month or part of the month will be imposed as penalty provided that damages shall not exceed 10% of the total price payable under the Purchase Contract. The contractor shall pay the liquidated damages to the Corporation otherwise the Corporation shall make deduction from contractor's bill.

4. **Force Majeure**:
   - **i.** That the Contractor shall not be held responsible for late or non-delivery of the goods due to strikes and generally recognized force majeure causes. However, in such cases, the Contractor shall deliver to the Corporation a certificate of the accident issued by the competent Government Authority and/or the Chamber of Commerce at the place where the accident occurred as evidence thereof, reasonable extension shall be granted at the option of the Corporation.
   - **ii.** That if any hindrance arises on site during execution such as un-accessibility to the site due to security reasons or any other reason or un availability of material services or some technical reasons from the "Corporation" side, the time so lost will be added to the agreed period of completion of the work provided such delays should be recorded in writing & duly forwarded to Purchase department.
   - **iii.** In case of delay, the Corporation shall have the right to complete the remaining work either departmentally or through another contractor at the risk and cost of contractor.

5. **Supervision:**

That the work will be done under the supervision of the user or his representative up-to their satisfaction, however, such supervision shall not absolve contractor from the responsibility & liability of completion of job according to contracted specification nor shall be interpreted in any way to imply acceptance/ satisfaction of contractor.

6. **Re- Execution of Job:**
That the work will be executed as per specification providing in tender & if it finds that the execution of the work is not in accordance with the satisfaction or the workmanship/ material is below standard, user Department of the Corporation shall order re-execution at the risk & cost of contractor.

7. **Lump Sum Basis:**
That quantities given in the BOQ, are provisional and can vary either way (Increase or decrease) and that the payment will be made to the contractor for actual work done and measured according to the prevalent Engineering practice, and if some extra item is required for the adequate and proper completion of the work and its rates are not available in BOQ, then the rates and the time of the same will be mutually discussed and decided. For any additional work, the prior approval from Purchase department will be required.

8. **Sub Letting:**
That the contractor shall not transfer or assign directly to any person or person with any portion of this contract without prior written consent of the Corporation.

9. **Performance Guarantee:**
05% Performance Guarantee is required of the total contract amount (excluding taxes) for the period exceeding 28 days of contract period. The Performance Guarantee shall be in the form of an unconditional Bank Guarantee or insurance guarantee (PACRA Rating AAA & AA++ only) enforceable in Pakistan as per Performance Guarantee form specified in the Bidding Documents. Otherwise, Bid Security submitted with the tender document will be considered as part of performance guarantee and remaining amount will be deducted from the first bill of the contractor.

This amount will be refunded to the Contractor, after 30 days successful performance of the contract by them. The period of 30 days will be counted from the date of completion of the awarded job/work. The guarantee furnish by the Contractor shall only be in the nature of security for performance of the contract and the Corporation shall not be precluded from claiming any amount in excess of the sum mentioned in the guarantee by way of damages for the breach of contract.

10. **Claim:**
That if the Contractor fails to execute the job within the period stipulated in the contract, or if the workmanship is below the standard, or if contractor is failed to execute the job up to the satisfaction even after re-execution or if the material used is not in conformity with the contracted specification or reference samples, the Corporation shall have the right in addition to and not withstanding their right to claim compensation for breach of contract, to terminate the un-executed part of the contract and make purchases from other sources at the risk and cost of the Contractor. The Contractor shall settle all claims referred by the Corporation within fifteen days of the receipt of the same and in the event of their failure to do so, shall be liable to pay interest @ 14% per annum of the amount claimed.

11. Payment:

Advance or part payment, if any, as per terms & conditions of Purchase Order/ BOQ. Payment/ part payment will be made by the Corporation through cheque within 30 days (95% in case of non-submission of Performance Guarantee) of receipt of invoice / bill by the General Manager (Finance & Accounts) of the Corporation, after completion/ partial completion of the job & receipt of all necessary documents from contractor & satisfactory completion certificate.

12. Taxes & Duties:

That the Contractor shall pay all taxes & charges with respect to transaction of business under this contract agreement liable under any law enforce for the time being which may subsequently enforce during the execution of this agreement.

13. Arbitration:

In case of any dispute and difference which may arise in connection with the execution of the contract, shall be referred to Managing Director of Corporation. The decision of whom shall be binding on both the parties. In case the dispute remains unresolved, the matter will be resolved through arbitration as per the Arbitration Act, 1940.

14 Termination:

The Corporation, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this contract in whole or in part:

A- If the Contractor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof.

B- If the Contractor fails to perform any other obligations(s) under the contract.

C- If the Contractor, in the judgment of purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods & services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the contractor shall continue performance of the contract to the extent not terminated.

15. Other Conditions:

i. Any damage to PSPC property/ equipment during execution of job will be contractor's responsibility. The contractor shall repair/replace the damage property/equipment to the satisfaction of the Corporation.

ii. The Contractor shall maintain the workplace & shall restore it to original condition in case of disturbance.

iii. The contractor will be responsible for supervision of jobs, provision of labor, tools, machines & material.

iv. No escalation in prices will be accepted.

16. CLOSURE OF CONTRACT

After satisfactory completion of the awarded job and payment to contractor this contract shall be considered as closed.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals on the day and year first above mentioned.

For and on behalf of CORPORATION

For and on behalf of the CONTRACTOR

Signature.: _____ Name. _____ **PAKISTAN SECURITY PRINTING CORPORATION (PVT.) LTD.** Jinnah Avenue, Malir Halt, Karachi.	Signature. _____ Name. _____ _____ _____ _____
W I T N E S E S: - Signature : _____ Name : _____ Address: _____ _____ _____ N.I.C. NO. : _____	**W I T N E S E S: -** Signature : _____ Name : _____ Address: _____ _____ _____ N.I.C. NO. : _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Terms & Conditions

1. The contractor shall provide a complete package of electrical chiller air cooled including chiller(s), pumps, chilled water piping, electrical distribution/cabling, installation, testing, commissioning, operation, maintenance and demobilization, the bidder must add separate costs of each service as per Schedule B.

2. The required cooling capacity shall be 400 TR, which may be provided as 01 × 400 TR or 02 × 200 TR chillers, the piping connections must be synced with existing system.

3. The contractor must complete the installation within 07-15 days, and the chiller(s) must be operational within this time slot after issuance of PO otherwise the LD will be deducted at 0.1% of total PO per day delay.

4. The offered chiller(s) shall not be older than 10 years from the date of manufacture at the time of deployment.

5. The rental chiller(s) must be suitable for continuous 24/7 operation throughout the rental period and compatible with the existing PSPC chilled water system.

6. The bidder must conduct a mandatory site visit before the bid opening date to assess all mechanical, electrical, civil, access and connection requirements, otherwise bid will be rejected.

7. The initial rental contract period shall be 6 months, extendable by PSPC for up to an additional 12 months, subject to operational requirements on same rates, terms & conditions.

8. The monthly rental billing shall be based on 720 hours per month, representing 24-hour operation, including 20 hours allowable downtime.

9. Any downtime exceeding the allowable 20 hours per month shall be subject to proportionate deduction from the monthly rental payment.

10. 10% Mobilization Advance (of the total Contract Value) against an unconditional Bank Guarantee enforceable in Pakistan (PACRA Rating AAA & AA++ only) shall be issued to the qualifying bidder, if required by the bidder. 90% of the remaining payment shall be paid as monthly rental billing accordingly.

11. The process and time period of verification of the bank guarantee and release of Mobilization Advance shall not impact the installation of chillers within 07-15 days of issuance of PO.

12. After installation, the contractor will successfully complete a minimum 48-hour continuous test run at 100% load before handing over the system to PSPC. The testing would be witnessed by PSPC representatives. Any stoppage during the test run will reset the time to zero and be initiated again. Failure to meet 48 hours continuous test shall render the Bid Security/ Performance Guarantee be forfeited by PSPC.

13. In case of any chiller breakdown, fault or trip, the contractor shall respond and commence corrective action within 02 hours of notification.

14. Chillers must have in and out chilled water flow meters either on chiller or with piping.

15. Any faulty component/part affecting chiller operation shall be replaced within 04 hours of identification of the fault.

16. The contractor shall maintain adequate critical spare parts, tools and technical manpower to meet the specified breakdown response and repair requirements.

17. The contractor shall arrange, provide and install all required temporary foundation pads, support and vibration isolation arrangements for the rental chillers.

18. PSPC shall provide the incoming electrical cable/supply point. The contractor shall provide the temporary DBs, protection devices and all DB-to-chiller/outgoing cables, including required accessories and terminations.

19. The contractor shall separately quote the cost of providing required temporary chilled water piping, valves, flexible connections, insulation and accessories for connection with the existing system, it would be option of procuring agency to choose or not to choose the services.

20. The contractor shall be responsible for the complete operation and preventive/corrective maintenance of the rental chillers throughout the rental period.

21. The contractor shall provide 24/7 technical support and emergency response throughout the rental period.

22. All installation, testing, commissioning, operation, maintenance and demobilization works shall be completed without causing any unnecessary interruption to PSPC plant operations. Final payment shall only be released once the PSPC site is retained back to its original condition by the contractor.

23. The contractor shall maintain daily operating-hour and downtime records, which shall be verified by PSPC for monthly billing.

24. The contractor shall submit complete technical details, manufacturer, model, serial number and year of manufacture of the proposed chiller(s) along with the bid.

25. The contractor shall be responsible for transportation, installation, commissioning, dismantling and removal of all rental equipment.

26. The quoted rates shall include all costs necessary for the safe, reliable and continuous operation of the temporary chiller system, and no additional payment shall be made for items required for complete execution of the scope.

27. In case of any contradiction between BOQ and Tender Document, the BOQ/Terms & Conditions shall prevail.

28. Contractor & its workforce shall abide by all HSE requirements. PSPC shall not be held responsible for any damage to life or property.

Schedule A - Guaranteed Performance Parameters

Parameter	Guaranteed / Target Value	Tolerance
Cooling capacity	400 TR (rated)	0% to 5%
Full-load specific power (kW/TR)	0.45 – 0.60 kW/TR	0% to 05%
Full-load COP	5.0 – 6.5	0% to 5%
Chilled water (supply)	5.5 – 7.5 °C	±0.5 °C

Schedule B — Bill of Quantities (BOQ)

S. No.	Description of Service / Item	Unit	Qty.	Unit Rate (PKR)	Amount (PKR)
1.	Rental of Air-Cooled Chiller(s) — 400 TR rated (1×400 TR or 2×200 TR)	Month	6		
2.	Cost of Services for Chilled Water Pumps	Job	1		
3.	Cost of Services of Chilled Water Piping and complete accessories for connection with existing system	Job	1		
4.	Cost of services for Electrical Distribution: temporary DBs, protection devices, DB-to-chiller/outgoing cables and accessories	Job	1		
5.	Cost of services for Temporary foundation pads, supports and vibration isolation arrangements	Job	1		
6.	Installation, Testing & Commissioning, including mandatory 48-hour continuous test run	Job	1		
7.	Operation & maintenance — 24/7	Month	6		
	Total Amount	**01**	**Job**		
	Grand Total Amount With 15% SST				

Notes:

1. Prices quoted above shall be fixed for the rental period.
2. Sr. Nos. 2 to 5 are optional items. The bidder shall be required to quote unit rates/prices for all such items; however, PSPC shall have the sole discretion to accept or reject any or all optional items, in whole or in part, based on its actual requirements. PSPC shall not be obligated to procure any optional item.
3. In case of extension in the duration of services the cost will not be changed.
4. Since this is a 01 Job Contract, 15% SST shall be applicable on the total amount.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS