Standard Bidding Document

Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad
(Non-Consultancy Services)

National

Single Stage-One Envelope

November 11, 2026

National Bank of Pakistan (Department Engineering Wing North),Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad
Phone: +92-300-000-0000-000, Email: muhammad.nawaz14@nbp.com.pk

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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **National Bank of Pakistan (Department Engineering Wing North)** has reserved Funds for the procurement planned for FY **2026-27**. The **National Bank of Pakistan (Department Engineering Wing North)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad**" with the reference of **"P188574"**

2. The **National Bank of Pakistan (Department Engineering Wing North)** 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, 2026 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, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** 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/188574**.

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 **Thursday, November 26, 2026 11:00 AM**. E-bids will be opened on the same day at **Thursday, November 26, 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**

In terms of Rules 65 of Public Procurement Rules, 2026 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.gov.pk**).

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical
LCMG; NBP, G-5/1 Building, Islamabad
+92-300-000-0000-000
muhammad.nawaz14@nbp.com.pk

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 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 Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

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

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

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

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

4.2.3. is not related to the avoidance of 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.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide 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 in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII 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 8 .**

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 pursuant to **ITB 8** .

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 pursuant to **ITB 8 .1** 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 after record reason in writing:

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 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 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 ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; 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 ITB 8, 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.

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, provisions of services 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 in accordance with ITB 10 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 pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable 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.

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 Form 9 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, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 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 pursuant to ITB 13. 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 pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

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 Section V, 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.

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 accordance with ITB 8. 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**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. **External Bid Evaluation Committee**

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. **Opening of Bids**

26.1. 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.

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

26.3. 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**.**

26.4. 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.

27. **Confidentiality**

27.1. 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.

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

28. **Preliminary Examination of Bids**

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

28.1.1. meets the eligibility criteria defined in **ITB 3**;

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

28.1.3. is accompanied by the required securities; and

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

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** 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 bid shall be rejected.

28.3. 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.

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

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. 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 **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. 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;

30.1.2. 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

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

30.1.4. 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.

30.2. 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 in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. 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.

32.3. **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.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. 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;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. 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.

32.7. 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.**

33. **Determination of Most Advantageous Bids**

33.1. 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.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, 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.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its 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 documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (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 against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. 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 Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. 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).

45.2. 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.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

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

47.2. 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 Award 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).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. 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.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, 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.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** 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.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. 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. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

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Bid Data Sheet

Bids Data Sheet (BDS)

The following specific data for the procurement of Goods 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
ITB Number 1.1

Name of Procuring Agency: **National Bank of Pakistan (Department Engineering Wing North)**

The subject of procurement is: **Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad**

Expected commencement date: **Monday, February 1, 2027**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P188574**

BDS Clause Number 3
ITB Number 4.6

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

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 23, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **National Bank of Pakistan (Department Engineering Wing North)** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Service Team: Bidder should submit and later get approval for details of its related technical team. List of technical team and CVs including academic and professional documents with Experience Certificates for at least two (02) technical employees should be submitted.

2. Specific Experience of Bidder: Bidder in the context of this bid should have provided similar services on any Passenger Lift for three locations / sites; during last ten (10) years. . Proof /contract agreement/ Work order/ Completion Letters/ of 03Nos. Contracts of similar nature of works during last Ten (10) years' worth not less than 0.5Million /year/contract

3. Annual Sales Volume / Revenue in any of the last three (03) Years (2023, 2024 & 2025). (Audited Profit & Loss Statement or FBR Tax Returns should be submitted). Audited Profit & Loss Statement or FBR Tax Returns should be submitted/Other than company three years account banks statement

4. General Experience of the Bidder: Bidder should have experience of minimum ten (10) years in relevant field. Letter of Contract Awards or Contract Agreements with Satisfactory Performance Certificates or proof of payment(s) from the concerned Client for similar services as stipulated under this bid; however; for any type of Lift, establishing the desired experience should be submitted.

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

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

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **180 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **National Bank of Pakistan**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at**

Deposit, Bank Guarantee, Demand Draft

BDS Clause Number 15
ITB Number 17.3

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 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

LCMG; NBP, G-5/1 Building, Islamabad

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

The deadline for Bids submission is: **Thursday, November 26, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *:* ***Thursday***

Date: ***Thursday, November 26, 2026***

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

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
PEC

Eligibility Criteria	Document
The bidder should have an active status on FBR Active Taxpayer List.	Yes
Undertaking/Affidavit on E-STAMP-Rs. 500 that bidder should not have been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution.	Yes
Bidder is registered with PEC in desired Category C-6 and Specialized Code ME-03. (will confirm the status ONLINE as well).	Yes
Bidder should have its Main or Branch Office in Islamabad / Rawalpindi. Any printed letterhead of the bidder or any other document, showing complete address of such Office in Islamabad/Rawalpindi.	Yes
Authorization Letter in favor of Authorized Signatory to sign the bid is attached.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Operation & Technical Support Services for the Lifts and its allied Equipment (Electro Mechanical) including Lift Machines complete system for four (04) Nos Passenger Lifts with allied equipment. (01 resource required as per as per Scope of Work)	**Address:** Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad **Schedule:** 01 Feb 2027 to 31 Jan 2030 **Quantity:** 36/month	36/month	150000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Operation & Technical Support Services for the Lifts and its allied Equipment (Electro Mechanical) including Lift Machines complete system for four (04) Nos Passenger Lifts with allied equipment. (01 resource required as per as per Scope of Work)

Specifications / Requirements:

Detail Scope of work attached. Note: 1. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. 2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services. 3. Since participating bidders are required to ensure compliance with relevant laws, therefore, NBP may ask any or all of the bidders whose bid will be treated for detailed breakup of bid in order to ascertain the economic viability. 4. While assessing the economic viability, if NBP found that cost quoted by the any technically qualified bidder is not workable to comply with the provisions of contract, NBP reserves the right to reject such bid/s. The bidders must quote the rates for the complete Scope of Services specified in the Appendix to Bid and in accordance to other terms and conditions mentioned in the bidding documents.

Scope of Work

SOS.1 Scope of Services

1.1 The Bidder shall be responsible for the continuous and uninterrupted OPERATION of the complete Lifts System (Lift Controller, Lift Car, Controller, Indicators, call button and its complete electrical system) including Machine room, service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and Periodic & Break down service.

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

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

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

SOS.2 Services Schedule

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

1. Monday to Friday during working time Timing 08:00 AM to 6:00PM

2. Operation time for Lifts should be 60 minutes before and 60 minutes after Bank Official Timing and as per advised by the Engineer in-charge. And on call at any time during VIP movements as per advised by the Engineer in-charge / bank protocol officer / Support Service In-charge

1. Operational Services for both Passenger Lifts with necessary Electromechanical Services;

1. For preventive and corrective maintenance requirement and requirements shared by Client

1. Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services or Maintenance Services for Lifts and allied system.

2.2 In case of any operation of Lifts or maintenance deemed necessary by NBP beyond the operating hours mentioned above or even on holidays; the Bidder will perform the desired services; without incurring any additional charges.

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

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

B – DETAILS OF SERVICES

SOS.4 Operational Services

4.1 Services for immediate removal and appropriate disposal of waste, such as empty cans, Carton, wooden boxes and of other such items according to municipal codes and environmental standards.

4.2 Services for cleaning and general upkeep of Lifts, Lift Machine Room, Lift Guide, Pits, Motors, Wire rope, Lift Machine room, and surrounding areas.

4.3 Oiling in Mechanical moving Parts.

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

4.5 Attending to phone calls and responding as necessary.

4.6 The equipment operational observation shall be recorded at suitable intervals.

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

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

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

4.10 Maintain and operate Lifts and its allied equipment (Complete system.)

4.11 Monitoring Lifts for abnormal temperature, noise, vibration or any other abnormal condition.

4.12 Checking and testing of all sensors.

4.13 Checking and testing the Lifts for proper smooth services daily.

4.14 Immediate attending of Lifts and allied equipment in case of emergency.

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

4.16 Cleaning the Lift Car, Lift Machine Room and allied equipment of Lifts along with disposal of waste material, Diesel, and use polish for Lift Car.

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

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

SOS.5 MAINTENANCE SERVICES

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

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

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

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

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

5.6 Providing assistance in painting of Lift Machine, Bracket etc.

5.7 Provide assistance in emergency situations.

5.8 Provide assistance in troubleshooting or repair and rectification work.

5.9 Resolution of fault of Lifts and allied equipment.

5.10 Any other work assigned by Engineer or NBP.

SOS.6 TECHNICAL SUPPORT SERVICES

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

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

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

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

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

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

6.8 Attending to phone calls and responding as necessary.

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

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

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

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

6.13 Provide assistance in emergency situations.

6.14 Provide assistance in troubleshooting or repair and rectification work.

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

6.16 Smooth and uninterrupted services through periodical inspections and monitoring.

6.17 Resolution of fault of Lifts and allied equipment.

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

6.19 Any other work assigned by Engineer or NBP.

C – FREQUENCY OF SERVICES

SOS.7 Daily Services

7.1 Check for the working of all electrical & mechanical components of the Lift Equipment.

7.2 Check Oil in Lubricant Cup

7.3 Maintain log sheets/log book for daily operation.

7.4 Any service or running repairs required during the operation of the Lift.

7.5 Cleaning of the equipment machinery and complete Lift Room and respective Premises area.

7.6 Check Over speed governor system

7.7 Function of Door Photo Cell.

7.8 Check Lift Indicators

7.9 Check Function of lift Call Button.

8.0 Inspection of Wire Rope.

8.1 Car operating panel calls, indicators, fixings

8.2 Car door safety devices reopening by pushbutton, photocell, closing force limiter

8.3 Levelling accuracy, noises (up& down travel)

8.4 Landings hall calls, optical and acoustical indicators

8.5 Controller protection cover, lock, documentation

8.6 Car emergency devices alarm system, two-way common emergency light unit, accumulators

8.7 Connections, terminals, plugged connectors

8.8 Contactor Relays

8.9 Floor level indicator, LED control

9.0 Electrical protections, fuses

9.1 Control booklet of maintenance visits and breakdowns according to local regulation

9.2 Manual rescue mesh parts undamaged, no deformations, easy to operate

9.3 Final limit switch up & down, (use recall control ESE-91)

9.4 Control Devices for speed governor brake opening, pinion engagement

9.5 Safety gear function control (use ESE-91)

9.6 Car top/ maintenance platform “CBD” device

9.7 Inspection control, KSERE Control

9.8 Gear Check Back lash, thrust bearing, motor ventilator

9.9 Brake, movable parts, coupling rubbers, KB contact

10.1 Speed Governor

10.2 F-converter (Vacon)

10.3 Car fixings

10.4 Car Suspension

10.5 Slack-rope contact

10.6 Suspension ropes belts tension traction pulley

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10.7 Car guide shoes or-rollers

10.8 Automatic guide lubricator

10.9 Counterweight guide shoes frame suspension fixation of diverter pulley

11.1 Counterweight weight blocks and entire assembly

11.2 speed governor rope

11.3 Car and counterweight guides and fastening

11.4 TSD stopper plate and fixation

11.5 Hoist way doors KTS contacts door lock mechanical and electrical

11.6 plugged connection in hoist way wiring

11.7 Car underside safety gear TSD device belt position pulleys belt retainers buffer plate guide shoes

11.8 Door drive belt tension clutch curve contacts

11.9 KTC contact car door

12.1 Car door guides shoes rollers

12.2 Adjustment clutch curve to coupler roller

12.3 Hoist way pit Oil collectors

12.3 Hoist way Pit safety set

12.4 Speed governor rope tensioning pulley and contact

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12.5 Buffers

12.6 Travelling cable and attachments

12.7 Load measuring device

12.8 Counterweight distance to buffer when lift at top

SOS.8 Weekly/ Biweekly/ Monthly Services

8.1 Cleaning of Lift Car Cabin

8.2 Check & Clean the Hoisting Motor

8.3 Service of automatic and safety controls of equipment and system.

8.4 Checking of oil and other lubricant levels and changing.

8.5 Checking of belt driven equipment and adjustment of belt tension and alignment.

8.6 Checking of Door Drive Motor, Magnet, Belts, Lever, Pulies etc.

8.7 Changing of parts due to normal wear and tear when necessary.

8.8 Checking and adjustment of all safety devices.

8.9 Adjustment and lubrication/ greasing of bearings & glands of equipment.

9.0 Clean the Door Sill with dry brush

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1.

1.1. **Monthly Services**

2. Checking Amperes, Performance and Abnormality of Hoisting Motor.

3. Confirmation of setting values of safety devices and control devices;

4. Check the buffers

5. Check Pit Buffers

6. Check the condition of the car and counter weight guide shoes

7. Check the function of upper/lower limit switch

8. Visual check of car positioning devices

9. Check tightness of rope fixings and clips

10. Check condition of suspension ropes

11. Check condition of over speed governor ropes

12. Check counter weight frame, pulleys and filler weights

13. Check clearance between counter weight guide shoes and guide rails

14. Check fixing and condition of the travelling cable

15. Check the landing door mechanical functions

16. Check clearance of door panels

17. Check that the door panels do not jam in open position

18. Check wear and alignment of the door contact (interlock)

19. Check fixing and condition of the safety devices

20. Check operation of car door lock opening device

21. Check audio/visual the traction sheave bearing

22. Check condition of the traction sheave and guards

23. Check the fixings of all motor supply cables

24. Check visually brake drum surface and clean

25. Check the light of the control panel and over all tidiness

26. Check the fixings of the motor supply cable

27. Check fault codes (if appear)

28. Operation

29. Noise

30. Ride comfort

31. Stopping Accuracy

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32. Checking of all safeties

33. Inspection & Service of automatic and safety controls of Lifts

34. Monitoring of oil and other lubricant levels and changing (if required);

35. Changing of parts due to normal wear and tear when necessary;

36. Monitoring and adjustment (if required) of all pressure and safety devices;

37. Adjustment and lubrication / greasing of bearings & glands etc. of Lift System

SOS.9 Annual Services

9.1 Annual Inspection Maintenance work to be carried out one by one on Lift(s) in the month of December or as per instructions by the Engineer.

9.2 Parts to be changed where necessary.

9.3 Instruction given in the Manufacturer’s Manuals to be followed (if available and on record).

9.4 Record of various checks and tests to be maintained for further reference.

9.5 A satisfactory report on annual Inspection & maintenance will be provided to the Engineer of NBP following inspection & work to be also done be contractor

1. checking of Wire Rope of Lift

2. Checking & Servicing of Brake;

3. Checking and Servicing of Door;

4. Servicing of Lift

5. System;

6. Restarting of Lift with observation;

7. Confirmation of setting values of safety devices and control devices;

8. Checking of all safety devices and adjustment if required;

9. Servicing of control panel;

10. Checking programming of Microprocessor;

11. Checking and adjustment of Inverter Programming;

12. Checking of all safeties;

13. Monitoring of Electrical Terminals and tightening of loose connections;

14. Assure that all bearings are lubricated;

15. Monitoring the condition of the motor;

16. Monitoring of Amperes of Pumps;

17. Monitor and inspection for any abnormal noise;

18. Monitor and adjust Spring Isolators, changing of the same if required;

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SOS.10 FrequencyofServicesforLifts

10.1 Daily Services & Operation Time

1. Complete over all visual and general inspection of the Lifts;

2. Startup of the Lift (s);

3. Maintaining the daily data log sheets for the Lift operation.

4. Monitor for the working of all electrical & mechanical components of the equipment;

5. Any service or running repairs required during the services of the Passenger Lifts or System;

6. General Upkeep of the equipment machinery and complete Lift Machine Room Premises;

7. Recording continuous and uninterrupted management services of the Lifts parameters on hourly basis;

8. Monitoring the control panel of the Lift from dust and other external material which could be harmful for Lift controls

9. Operation time for Lifts should be 60 minutes before and 60 minutes after Bank Official Timing and as per advised by the Engineer in-charge. And on call at any time during VIP movements as per advised by the Engineer in-charge / bank protocol officer / Support Service In-charge

10. Provide and Paste certificate duly signed stamped ‘FIT TO OPERATE’ after complete service.

11. Submit complete report with pictures after every month and preventive maintenance schedule service

LIFT EQUIPMENT

PE.1 List of Machines; Equipment and Systems

1.1

Passenger lifts of nominal capacity of **(04 Nos.) Hyundai brand**

1.2

Both lifts contain machine room controller, electrical controls, electrical panels, cabling network, lift cabin, LOP, COP, Lift wire ropes, door, door drive, complete door assembly brakes, safeties, motor, gear, pulley, balancing of loads/weights, control relays, intercom/alarm/bell system, micro switches, guides, magnetic switches, control integrated electric cards, lights, push buttons etc. which require successful, smooth and trouble-free operation.

Brief Description

O&M SERVICES CONTRACT FOR LIFT SYSTEM HYUNDAI BRAND (4Nos.) INSTALLED AT

NBP G5/1 BUILDING ISLAMABAD.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Operation & maintenance of 04 passenger Lifts installed at NBP G5/1 Building Islamabad.

(Detail as)

- Hyundai Passenger lifts (02Nos.) of nominal capacity of 1000 kg (13persons)
- Hyundai Passenger lifts (02Nos.) of nominal capacity of 750 kg (10persons).

(Lifts includes Machine room control, electrical control, panels, cabling network & allied accessories as per standards).

Rates includes all Govt taxes

These lifts contain machine room control, electrical controls, electrical panels, cabling network, lift cabin, LOP, COP Lift ropes, balancing loads/weights, control relays, intercom system, micro switches, guides, magnetic switches, control integrated electric cards, lights, push buttons etc. which require successful, smooth and trouble-free operation with deputation of;

1-One experience, professional lift technician for full duty time.

2-One senior engineer/technician with team during schedule services

The salient features, technical specifications and general terms and conditions for operation & services of lifts / elevators are detailed in

Bid Data Sheet.

The rates should include all applicable taxes by the Federal / Provincial Government.

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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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 required resources 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 thirty (30) 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 thirty (30) 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 Service Provider 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 Service Provider 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**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

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: National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad

Contractor is:

The title of the subject procurement is:Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad

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:

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad
+92-300-000-0000-000
muhammad.nawaz14@nbp.com.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:

National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad
+92-300-000-0000-000
muhammad.nawaz14@nbp.com.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 Goods 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 goods or services due to a conflict of a nature described in Clause GCC 16**.**

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 **0.10%** to **10.00%** 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:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

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 28

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 29

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

As per Scope of work.

Delivery & Documents

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier’s Factory Inspection Report;

Number of GC Clause 31

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.:***P188574***

To: **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad**

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

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad**

(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., **Contract for Operation and Maintenance of 04 Nos.Lifts Installed at NBP, G-5/1 Building, Islamabad (*P188574*)** and has accepted a Bids by the Bidder for the provision of Services 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: **National Bank of Pakistan (Department Engineering Wing North), Departmental Head Mechanical LCMG; NBP, G-5/1 Building, Islamabad**

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 Non-Consultancy Services*(*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}

Annexure

GCC & SCC

Information (Read-Only)

See Form Under Additional Forms and Documents: **GCC & SCC** (page number: 87)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

SECTION–VIII
GENERAL CONDITIONS OF CONTRACT (GCC)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

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

A - GENERAL PROVISIONS

GCC.1 Definitions

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

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

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

c) **"Annual Lift Availability"** means, the availability of the complete Lift System for the satisfactory operation and Services on annual basis i.e. for any Yearly Period; which is 365 days.

d) **"Applicable Law"** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.

e) "**Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the Clause GCC.31 hereunder.

f) **"Authorized Representatives"** mean the representatives of NBP or the Service Provider, who is responsible on behalf of NBP or the Service Provider to take any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by NBP or the Service Provider, as specified in the SCC.

g) **"Authority**" means Public Procurement Regulatory Authority.

h) **"Confidential Information"** means any of the information being shared with the Service Provider including but not limited to; drawings, plans, ideas related to the premises or technical specifications of the Lift Equipment or any proposed methodology to work or any material information or any commercial aspect related to the Services under the contract.

i) **"Contamination"** means, the Hazardous Substances arising from the premises; that may require clean-up, removal, response or remediation under any applicable Islamic Republic of Pakistan Governmental Rule.

j) **"Contract**" means the legally binding written agreement entered into between the NBP and the Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

k) **"Contract Duration"** means the duration of the Contract as specified in the SCC, for which the Service Provider is bound to provide desired Services in pursuant to Section - "Scope of Services".

l) **"Contract Price"** is the total amount for the Contract Duration as stated in the Letter of Acceptance.

m) **"Day"** means a Gregorian Calendar Day, unless indicated otherwise.

n) **"Effectiveness of Contract"** means the date on which the Contract agreement is signed between both the parties.

o) "**Effective Contract Date"** is the date; since when the period of the Contract will be effected / started as shown in the Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services in accordance with the terms and conditions set forth in the Contract**.**

p) **"Engineer"** means the authorized person notified by NBP to act as the Officer In-Charge for the purpose of the execution of the "Services" under the Contract and named as such in SCC.

q) **"Expiry Contract Date"** is the date; on which the Contract will be ceased to be effective / expired as shown in the Certificate of Contract Commencement issued by NBP upon fulfillment of the conditions precedent stipulated in GCC.3; to provide desired Services accordance with the terms and conditions set forth in the Contract**.**

r) **"First Yearly Period"** means twelve (12) months period of First Year of Contract commencing from the

Effective Contract Date.

s) "**Force** Majeure" means an unforeseeable event, condition or circumstance which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to fault or negligence or lack of care on the part of the Party and which could not have been avoided by due diligence and use of reasonable efforts and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances and includes, but is not limited to, war, insurrection or riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or adverse weather conditions or other nature calamity or act of God, strikes or other labor disputes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

t) **"Government"** means the Government of the Islamic Republic of Pakistan.

u) **"GCC**" mean the General Conditions of Contract contained in this section.

v) **"Operating Hours"** mean' the duration for which the Lift shall be operated and maintained by the Service Provider shall be (i) 07:00 hours to 18:30 hours on all days of every week except Saturdays and Sundays. The Lift could also be operated and maintained by the SERVICE PROVIDER beyond Operating Hours and on Saturdays & Sundays and any gazette holidays announced by the government of the Islamic Republic of Pakistan, if so desired by the NBP; at no additional charges.

w) **"Language"** means English language, in which this Contract has been executed and shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Contract.

x) **"Party"** means the NBP or the Service Provider as the case may be, and **"Parties"** means both of them**.**

y) **"Lift"** means, the Lift including ancillary systems, components and other equipment as specified in the Section – V: "Scope of Services" of the bidding documents;

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

aa) **"Premises"** mean the location/area at which or wherein Lift and Standalone AC Units are installed and in operation; for which Services are to be provided by the Service Provider and as specified in the SCC.

bb) **"Procuring Agency"** means NBP and its legal successors; procuring the Services from the Service Provider**.**

cc) **"Project Name**" means the name of the project stated in SCC.

dd) **"SCC"** means the Special Conditions of Contract by which the GCC is amended or supplemented.

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

ff) "Services" mean the work to be performed or services to be rendered by the Service Provider during the Contract Duration as specified in SCC and details given in Appendix-A to Bid.

gg) "**Service Provider**" means the individual, proprietor, partnership firm, private company or government entity; whose bid to perform the contract has been accepted by NBP and is named as such in the Contract Agreement, and includes the legal successors in title or permitted assigns of the Service Provider.

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

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

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

kk) **"Stand alone AC Units**" means Split type or Floor mounted Air-Conditioners installed at the premises.

GCC.2 Application and Interpretation

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

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

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

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

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

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

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

GCC.3 Conditions Precedent

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

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

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

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

GCC.4 Governing Language

4.1 The Contract and all correspondence and documents relating to the contract exchanged by the Service Provider and the NBP shall be written in the English Language.

GCC.5 Applicable Law

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

GCC.6 Effective Date and Term of Contract

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

GCC.7 Relationships of the Parties

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

GCC.8 Assignment

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

GCC.9 Representatives

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

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

b) NBP will designate any authorized representative to act on behalf of NBP as the Officer In-Charge for the purpose of the execution of the "Services" and overseeing the performance of the Lift Staff under the Contract; and named as such in SCC. Such designated representative will be termed as "Engineer" in the context of this Contract.

c) Service Provider will designate its Focal person at the Premises to act on behalf of the Service provider and responsible to get the desired works/services performed or provide necessary services in accordance to the Contract and stipulated in the Section V: "Scope of Services" under his supervision. Such designated representative will be termed as "Lift Manager" in the context of this Contract and respective authorization should be in writing from the Service Provider

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

GCC.10 Notices

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

GCC.11 Independent Service Provider Status

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

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

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

GCC.12 Force Majeure

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

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

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

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

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

GCC.13 Integrity Pact

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

GCC.14 Amendments

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

_____ _____

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

(Duly signed & stamped by the Authorized Representative)

GCC.15 No Waiver

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

GCC.16 Miscellaneous provisions

16.1 **Survival**

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

16.2 **Fines and Penalties**

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

16.3 **Representations and Warranties**

Each party represents and warrants to the other party that:

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

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

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

16.4 **Counterparts**

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

16.5 **Partial Invalidity**

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

16.6 **Declarations**

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

FOR NATIONAL BANK OF PAKISTAN

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

B - OBLIGATIONS OF THE SERVICE PROVIDER

GCC.17 Scope of Services

17.1 Lift Staff shall operate, maintain and manage the Lifts on behalf of the Service Provider in accordance to Appendix-A to Bid.

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

GCC.18 Services Schedule

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

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

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

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

GCC.19 Standards for Performance of the Services

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

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

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

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

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

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

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

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

19.9 The Service Provider shall comply with all applicable laws, rules and regulations, instructions and

customary practices of the NBP in Pakistan.

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

GCC.20 Quality Control

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

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

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

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

GCC.21 Lift Staff Standards

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

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

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

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

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

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

GCC.22 Services tools, material and equipment

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

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

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

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

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

GCC.23 Access to Office and Lift & Lift Machine Room

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

23.2 NBP, and their respective agents and representatives shall have access at all times to the Lift and any documents, materials and records and accounts relating to Lift operations for purposes of inspection and review. Upon the request of NBP, or their respective agents and representatives, Service Provider shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

23.3 Service Provider agrees to cooperate fully with NBP, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Lift.

GCC.24 Compliance

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

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

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

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

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

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

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

located.

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

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

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

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

GCC.25 Compliance with all the Regulatory Requirements

25.1 The Service Provider shall be responsible to comply with allapplicable laws of the Islamic Republic of Pakistan and to fulfill the regulatory paymentsunder Labor Laws which includes but not limited to:

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

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

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

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

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

GCC.26Operation and Maintenance Records and Reports

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

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

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

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

GCC.27 No Liens or Encumbrances

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

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

GGC.28Emergency Action and prompt intimation to NBP

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

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

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

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

GCC.29 Action in Extraordinary Circumstance

29.1 In the event that:

a) The Lift or major Lift equipment suffers an unplanned outage (or Service Provider reasonably believes that such an occurrence is imminent), and

b) Service Provider has made reasonable, but unsuccessful, efforts to notify and communicate with NBP regarding such occurrence or imminent occurrence in accordance with the terms of this Contract; then Service Provider shall:

(i) take all necessary action to prevent or to mitigate such unplanned outage,

(ii) make reasonable efforts to minimize any cost associated with such remedial action,

(iii) continue to attempt to notify and communicate with NBP regarding the occurrence and the remedial action.

GCC.30Meetings

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

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

GCC31 Performance Security (Guarantee)

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

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

GCC32 Submission of Bills

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

GCC.33 Limitations of Service Provider

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

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

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

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

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

(e) **Lawsuits and Settlements**: Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, NBP or Service Provider, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) **Liens**: Create, incur or assume any lien upon the Lift;

(g) **Transactions on Behalf of Others**: Engage in any other transaction on behalf of NBP or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Lift Agreement; or

(h) **Agreements**: Enter into any agreement to do any of the foregoing.

GCC.34 Execution of Documents

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

GCC.35 Proprietary Information

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

GCC.36 Warranties

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

GCC.37 Breach of Contract

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

(a) remedythe breach at its cost;

(b) pay for it to be remedied; or

(c) repay all amounts already paid for the defective Services.

GCC.38 Conflict of Interests

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

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

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

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

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

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

C - OBLIGATIONS OF NBP

GCC.39Information

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

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

GCC.40 Access and availability of Premises

40.1 NBP will provide access to Service Provider and Service Provider's Employee(s) i.e. Lift Staff (after verification and clearance by the police or other investigation agency as per NBP Security Protocol), to all concerned parts of the buildings/ Premises where Servicesare to be provided under the Contract.

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

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

40.4 During any inspection or review of the Lift in pursuant to Clause GCC.23, each of NBP, and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Service Provider's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Service Provider's activities.

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

41.1 NBP will be responsible to provide electricity to operate the Lifts and procure at its own cost any Routine Spare Parts, Overhauling Parts, Electrical Parts or Equipment, special Lubricants or Oils, as per OEM's Recommendations or as per requirement and other material including paint etc.; provided such arrangement is not under the obligations of the Service provider as stipulated in the Appendix-A to Bid.

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

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

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

GCC.42 Lift Staff

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

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

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

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

GCC.43 Emergency Action

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

GCC.44 Performance / Completion Certificate

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

GCC.45 Payment of Monthly Bills

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

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D - PAYMENTS TO THE SERVICE PROVIDER

GCC.46Payments

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

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

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

GCC.47 Services Fee

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

47.2 Services Fee shall be payable; since:

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

b) Commencing from the Effective Contract Date till the Contract Termination Date.

GCC.48 Annual Services Fee

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

GCC.49 Contract Price

49.1 The Contract Price is the amount for the Services performed by the Service Provider during the Contract Duration or sum of all the Annual Services Fee for the three (02) Years or Yearly Periods i.e. First Yearly Period and Second Yearly Period respectively; as per Schedule of Prices or Letter of Acceptance.

GCC.50 Currency of Payment

50.1 All payments will be made in Pak Rupees.

GCC.51 Taxes and Duties

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

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

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

GCC.52 Terms and Conditions of Payments

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

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

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

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

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

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E - PROCEDURE OF VERIFYING PAYMENTS

GCC.53 Annual Lift Availability

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

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

GCC.54 Liquidated Damages and Deductions

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

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

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

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

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

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

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

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

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

54.7 Moreover, any risks of personal injury or death resulted due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including,without limitation, the tiles, cables, wood works, paint/polish, flower pots, Lifts, fixtures, metallic items etc.) are Service Provider's risks and the ServiceProvider shall have to make good all damages/losses to NBP and NBP shall make necessary deductions or will take necessary legal action as per law of Islamic Republic of Pakistan for any

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irreparable loss.

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

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F - PROCEDURE, PLANS AND REPORTING

GCC.55 Procedures Manual

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

GCC.56 Annual Inspection/Maintenance Plan

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

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

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

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

GCC.57 Operating Data and Record

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

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

GCC.58 Accounts and Reports

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

(a) **Monthly Reports**: Within ten (10) calendar days following the last day of each calendar month, Service Provider shall submit:

(i) a progress report, in detail acceptable to NBP, covering all activities during such month with respect to operations and maintenance (including information regarding the inputs and outputs of the Lift / facility.

(**Specify)** capital improvements, labor relations, other significant matters, and Services. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year, a listing of any significant operating problems along with immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period.

(b) **Annual Reports**: As soon as available, and in any event within sixty (30) days after the end of each Contract Year, Service Provider shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Sub-Clause GCC.58.1 (a), the Lift activities and operating data for such Contract Year. The annual report shall present a comparison of such Lift activities and operating data with the goals set forth in the Annual Lift Operating Plan and Annual Budget for such Contract Year, and with those achieved during the preceding Contract

Year (if applicable) and an explanation of any substantial deviations. Within thirty (30) days after submission of each annual report, Service Provider shall meet with NBP to review and discuss the report and any other aspects of Lift operations that NBP may wish to discuss.

(c) **Litigation, Permit Lapses**: Upon obtaining knowledge thereof, Service Provider shall promptly notify NBP in writing of:
(i) any event of default under any of the Lift Agreements;
(ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Lift or the Services;
(iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Lift or the Services; and
(iv) any dispute with any governmental authority relating to the Lift or the Services.

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

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G - TERMINATION OF CONTRACT

GCC.59 Term

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

GCC.60 Termination for Default

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

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

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

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

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

GCC.61 Termination for Force Majeure

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

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

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

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

GCC.62 Termination for Bankruptcy or Insolvency

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

GCC.63 Termination for Convenience

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

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

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

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

64.3 Service Provider shall be paid all unpaid Services Fee.

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

GCC.65 Payment upon Termination

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

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

65.2 Notwithstanding payment of any amount pursuant to this Section G, NBP shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by NBP pursuant to this Section G, together with any supporting documentation requested by NBP, for a period of two (2) years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Service Provider did not constitute, in whole or in part, a reimbursable item pursuant to this Clause GCC.65, NBP may recover such amount from Service Provider plus interest at the Reference Rate calculated from the date such audit commences, or NBP may deduct or cause to be deducted such amount from any payment that may be due to Service Provider.

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H - INDEMNIFICATION AND LIABILITIES

GCC.66 Indemnification by Service Provider

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

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

b) against all liabilities, including judgments and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract;

c) Against any or all claims of Service provider's current employees or ex- employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity;

d) against any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract;

e) against any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon;

f) against all claims of compensation by an employee of Service Provider; his family or legal heirs or any other agency, autonomous body, any NGO or government department. arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs;

g) The Service Provider may, to protect itself; obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify NBP regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the NBP's claim shall authorize NBP to deduct the claimed amount from the amount payable to Service Provider.

GCC.67 Indemnification by NBP

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

GCC.68 Environmental Liabilities

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

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

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

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

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

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

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

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

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

GCC.69 First Aid Facilities

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

GCC.70 Utilities Provisions

70.1 All utilities essential to operate and maintain Lift or Standalone AC Units; including Electrical Power Supply; Water Supply and Telephone Connection will be the responsibility of NBP.

GCC.71 Furniture and Fixtures

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

GCC.72 Limitations of Liabilities

72.1 Consequential Damages

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

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

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

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

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

I - CONFIDENTIALITY

GCC.73Service Provider

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

GCC.74NBP

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

GCC.75Exceptions

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

GCC.76Required Disclosure

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

J - RESOLUTION OF DISPUTES AND ARBITRATION

GCC.77Resolution through Discussions

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

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

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

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

GCC.78 Arbitration

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

GCC.79 Continued Performance

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

K - CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

GCC.80 Code of Conduct

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

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

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

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

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

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

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

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

ITB.81 Mechanism of Blacklisting

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

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

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

81.2 The show cause notice shall contain:

a) precise allegation, against the Service Provider;

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

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

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

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

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

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

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

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

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

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

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

81.11 The decision of PPRA will be considered as Final.

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SECTION–IX
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

General Conditions of Contract
Clause Reference

SUB SECTION A – GENERAL PROVISIONS

1.1(g) **Authorized Representative:**
Wing Head, Engineering Wing North Office, Engineering Group, LCMG will be the Authorized Person of

_____ _____

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NBP to sign the Contract and Service Provider's Representative would be the authorized person to sign the Contract and the "Lift Manager" to supervise the Services during the Contract Duration.

1.1(l) **Contract Duration:**
Is four (03) Years from the Effective Contract Date till Expiry Contract Date.

1.1(q) **Engineer:**
Departmental Head, Electrical/Mechanical Department, Engineering Wing North Office, Engineering Group, LCMG would be the Engineer from NBP to govern the proceedings with the Service provider during the Contract Duration.

1.1(cc) **Premises:**
NBP G5/1 Building Islamabad

1.1(ee) **Project Name:**
Contract for Operation and maintenance services for Passenger (4) passenger lifts capacity each with Allied Equipment; Installed at NBP G5/1 Building Islamabad

1.1(hh) **Services:**
Contract for Operation and maintenance services for four(4) passenger lifts capacity each with Allied Equipment; Installed at NBP G5/1 Building Islamabad as specified in detail in Appendix-A to Bid of Section IV.

3.1 **Conditions Precedent**
Performance Security Guarantee amounting to 05% of Contract Price to be submitted in a form of Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA+ Rated Insurance Company of Pakistan; valid for a period of three (03) years and two (02) months period from the Date of issuance of such Guarantee.
Performance Guarantee shall be submitted within fourteen (14) working days from the Date of receipt of Letter of Acceptance.(valid for contract amount exceeds 10Million).

9.1 **Representative:**
Same as given above at Sub Clause GCC.1.1(q)

General Conditions of Contract
Clause Reference

SUB SECTION B – OBLIGATIONS OF THE SERVICE PROVIDER

31.1 **Performance Security (Guarantee)**
Same as given above at Sub Clause GCC.3.1(valid for contract amount exceeds 10Million).

SUB SECTION G – TERMINATION OF CONTRACT

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

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SUB SECTION I – CONFIDENTIALITY

73.1 **Period of Non-Disclosure for Service Provider**
Five (05) Years from the Date of Contract Signing.

74.1 **Period of Non-Disclosure for NBP**
Three (02) Years from the Date of Contract Signing.

SUB SECTION J – RESOLUTION AND DISPUTES

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

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SECTION–X
FORMS OF CONTRACT

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FORM OF PERFORMANCE SECURITY

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

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor with address: _____
_____

Name of Principal (Service Provider) with address: _____
_____

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

Letter of Acceptance No: _____Dated: _____

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

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

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

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to NBP without delay upon the NBP's first

_____ _____

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

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

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

_____
Guarantor (Bank/Approved Insurance Co.)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

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

_____ _____

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FORM OF CONTRACT AGREEMENT

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

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

WHEREAS; NBP invited bids for the _____
_____
_____
(Insert title of the Works / Services)
On the terms and conditions as set forth in this Contract and has accepted a Bid by the Service Provider in same context; in the sum of Rs. _____; (In Words: _____
_____ (hereinafter called "Contract Price").

NOW this Contract witnessed as follows:

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

2. The following documents after incorporating addenda, if any; except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Contract, viz:

   a. The completed Forms of Bids
   b. The priced Schedule of Prices (BOQ)
   c. The General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
   d. All the Appendices to the Bid
   e. The Letter of Acceptance Ref No: _____ dated: _____ duly accepted by the Service Provider
   f. The Performance Security Guarantee
   g. The Certificate of Contract Commencement.

3. In consideration of the payments to be made by NBP to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with NBP to provide necessary Services and to remedy defects therein in conformity and in all respects within the provisions of the Contract.

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

_____ _____

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

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

_____ _____

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FORM OF INTEGRITY PACT

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

Contract No: ___Dated: _____
Contract Value (Figures and in words):_____
Contract Title: _____
_____

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

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

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

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

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

Signature of NBP **Signature of the Service Provider**

_____ _____
(Seal) (Seal)

_____ _____
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CHECK LIST

ELIGIBILITY CRITERIA

No.	Document	Attached (Yes/No)	Attachment Annexure
1.	Valid Registration Certificate of Pakistan Engineering Council in financial category C-6 or above with Specialization Code ME-03 on bidding date	Yes	Annexure- A
2	An active status on FBR Active Taxpayer List. An active status on Provincial Active Taxpayer List	Yes	Annexure- B
3	An affidavit on e-stamp paper of Rs.100/- for undertaking that the firm have never been indulged in any litigation and have never been blacklisted by any department/organization	Yes	Annexure- C
4	W.O & Completion Letter of 03nos. Contracts of similar nature of works (at least one year each) during last five years	Yes	Annexure- D, E & F
5.	Bid security	Yes	Annexure- G

NOTE:
In case of non-submission of any eligibility documents listed above the bid will be rejected.

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Annexure- A

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Annexure- B

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

Annexure- C

FOR NATIONAL BANK OF PAKISTAN

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

Annexure- D

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

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

Annexure- E

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
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Annexure- F

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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FOR THE BIDDER
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Annexure- G

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER
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