



**NATIONAL INSTITUTE OF BANKING AND FINANCE PAKISTAN.**

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**OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED  
EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE**

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**BIDDING AND CONTRACT DOCUMENTS**

**VOLUME-I**

INVITATION TO BID  
INSTRUCTIONS TO BIDDERS  
BID DATA SHEET  
FORM OF BID  
QUALIFICATION CRITERIA  
CONDITIONS OF CONTRACT  
STANDARD FORM  
SCOPE OF SERVICES/BILL OF QUANTITIES

**June 26**



**NATIONAL INSTITUTE OF BANKING AND FINANCE PAKISTAN**  
**HEAD FACILITY MANAGEMENT DEVISION**  
**INVITATION TO e-BID**

**NIBAF-P/PROC-KHI/006/2026**

1. National Institute of Banking and Finance Pakistan (NIBAF-P), invites electronic bids from the suppliers/ contractors'/ service providers, who are registered with PPRA for E-Procurement on "e-Pak Acquisition and Disposal system (EPADS)", having Income Tax active on Active Taxpayers List (ATL) of FBR. Details of project is listed in below table:

Sr. No.	Tender No	Title of Procurement	Date & Time of		Bid Security (Rs.)
			Bid Submission	Bid Opening	
1.	006	OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE	18-June-26 12:00 PM	18-June-26 12:30 PM	80,000

2. The Bidding shall be conducted in line with the Rule 36 (b) Single Stage - Two Envelope procedure E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)).
3. Bid(s) must be accompanied by a Bid Security as mentioned in above table. The bidders shall upload scanned copy of Bid Security on EPADS. Original bid security must be submitted at National Institute of Banking And Finance Pakistan Office MT Khan Road Karachi (02135277500) Ext 500/594 on or before schedule mentioned in above table.
4. The electronic bids, must be submitted by using EPADS on or before schedule mentioned in above table. Manual bids, shall not be accepted. Electronic Bids will be opened on the same day at schedule mentioned in above table. In case the bid opening date falls on a public holiday, the bids will be opened on the next working day at the same time.

-SD-

Head Facility Management Division  
National Institute of Banking and Finance Pakistan Karachi office MT Khan  
Road Karachi  
Phone: (021)35277500/594/523

<b>Sr. No.</b>	<b>DESCRIPTION</b>
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6.	Bidding Documents Section-III- (Form of Technical Bid)
7.	Bidding Documents Section-IV- (Qualification Criteria)
8.	Bidding Documents Section-V- (Form of Financial Bid) (Attached as Volume II)
9.	Bidding Documents Section- VI-Part 1 (Specific Services Data/ Scope of Services)
10.	Bidding Documents Section-VI-Part-2- (General & Special Conditions of Contract)
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## Section – I INSTRUCTIONS TO BIDDERS

### A. Introduction

<b>1. Scope of Bid</b>	<p>1.1. National Institute of Banking and Finance Pakistan, having its principal place of business as defined in Bid Data Sheet, (hereinafter called “NIBAF-P”) invites Bids for the Services summarized in the Bid Data Sheet (BDS) (hereinafter referred to as “the Services”), at the Buildings and other areas specified in the BDS (hereinafter referred to as Premises).</p> <p>1.2. Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.</p> <p>1.3. The procurement title, reference number, method and procedure are specified in the BDS.</p>
<b>2. Eligible Bidders</b>	<p>2.1. Except as provided in Instructions to Bidders Clauses 2.3, 2.4 and 2.5, this bidding process is open to all bidders who meet the qualification criteria given in Bidding Documents.</p> <p>2.2. Joint Ventures and Consortiums shall not be permitted to submit the bid.</p> <p>2.3. Bidder already engaged by the NIBAF-P for providing consultancy services related to the above procurement (if applicable) will not be eligible for bidding.</p> <p>2.4. A bidder declared ineligible for corrupt and fraudulent practices under Rule 19 of PPR-2004, shall not be permitted to submit the bid. The bidder must not be blacklisted by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization, or Autonomous Body anywhere in Pakistan.</p> <p>2.5. A bidder who has been declared blacklisted or debarred by a foreign country, international organization, or other foreign institutions shall be treated as blacklisted and debarred from participating. Any bidder who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.</p> <p>2.6. Bidders shall provide evidence of their continued eligibility satisfactory to the SBP -BSC, as the NIBAF-P shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
<b>3. Qualification of the Bidder</b>	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS and / or Schedules.</p> <p>3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.</p> <p>3.3. Bidders shall submit bids that comply with the requirements of the Bidding Documents, including specifications, Schedule of Requirements etc. Alternatives and / or conditional bids will be held non-responsive.</p>
<b>4. One Bid per Bidder</b>	<p>4.1. . Each Bidder shall submit only one Bid individually.</p> <p>4.2. A bidder who submits or participates in more than one bid will be disqualified.</p>
<b>5. Cost of Bidding</b>	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NIBAF-P in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

### B. Bidding Document

<b>6. Content of Bidding Documents</b>	<p>6.1. The given contents of the Bidding Documents subscribe to Rule 23 of PPR 2004. These should be read in conjunction with any addendum issued under <b>ITB Clause 8</b>:</p> <ol style="list-style-type: none"> <li>i. Invitation to Bids.</li> <li>ii. Instructions to Bidders (ITB)</li> <li>iii. Bid Data Sheet (BDS)</li> <li>iv. Form of Bid</li> <li>v. Form of Contract</li> </ol>
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	<ul style="list-style-type: none"> <li>vi. General Conditions of Contract (GCC)</li> <li>vii. Special Conditions of Contract (SCC)</li> <li>viii. Description of Services</li> <li>ix. Bid Evaluation Criteria</li> <li>x. Format of Security Forms</li> </ul> <p>6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>6.3. Failure to furnish all information required by the Bidding Documents and the schedules as part of the bidding document or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
<p><b>7. Clarification of Bidding Documents and Pre-bid Meeting</b></p>	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach NIBAF-P through E-PADS. The NIBAF-P will respond in writing to any request for clarification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the NIBAF-P's response (including an explanation of the query but not identifying its source) will be uploaded on E-PADS within three days prior to closing date of Bids.</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The details of GRC is given on the PPRA website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a> and as provided in Bid Data Sheet (BDS).</p> <p>7.3. If specified in the BDS, the NIBAF-P will organize and Bidders are welcome to attend a Pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted through E-PADS. Any modification to the Bidding Documents listed in <b>ITB Clause 6.1</b>, which may become necessary as a result of the pre-bid meeting, shall be made by the NIBAF-P by issuing an Addendum under <b>ITB Clause 8</b> through E-PADS.</p>

<b>8. Amendment of Bidding Documents</b>	<p>8.1. At any time before the deadline for submission of bids, NIBAF-P, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Such amendments shall take precedence over the existing document.</p> <p>8.2. Any addendum issued including the notice of any extension of deadline shall be part of the Bidding Documents pursuant to ITB 8.1 and shall be communicated through E-PADS.</p> <p>8.3. Provided that the bidder who had either already submitted their bid through E-PADS prior to the issuance of any such addendum shall have the right to withdraw its already submitted bid and to submit the revised bid prior to the original or extended bid submission deadline.</p> <p>8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.</p> <p>8.5. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, NIBAF-P may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.</p>
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### C. Preparation of Bids

<b>9. Language of Bid</b>	<p>9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and NIBAF-P shall be written in the English or Urdu language; provided that any printed literature furnished by the bidder in another language as long as accompanied by an English or Urdu translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English or Urdu translation shall govern the relation between the parties.</p>
<b>10. Documents Comprising the Bid</b>	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> <li>i. Forms for Technical Bid under Section III</li> <li>ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV</li> <li>iii. Forms for Financial Bid under Section V.</li> <li>iv. Bidding Documents (in original) duly signed and stamped on each page / sheet.</li> <li>v. Bid Security in original</li> <li>vi. Power of Attorney in accordance with the Clause 15 of ITB.</li> <li>vii. Any other documents/details required to be completed and submitted by bidders, as specified in the Bid Data Sheet.</li> </ol>
<b>11. Bid Prices</b>	<p>11.1. The Bidder shall quote rates and prices for all items of the Services described in the scope of services, and as listed in the Price Schedule. In case if any Items for which no rate or price is entered by the Bidder the bid shall amount to rejection by the NIBAF-P on account of incomplete information.</p> <p>11.2. All duties, taxes including provincial sales tax, 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. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws on subject matter imposed during the pendency of this contract shall be adjusted in the contract price by both parties. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Department.</p> <p>11.3. If provided for in the Bid Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of <b>Clause 5.2</b> of the General Conditions of Contract and/or Special Conditions of Contract.</p>

<b>12. Currencies of Bid and Payment</b>	12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by NIBAF-P would be in Pak Rupees.
<b>13. Bid Validity</b>	13.1. Bids shall remain valid for the period specified in the BDS. 13.2. In exceptional circumstances, NIBAF-P may request the bidders to extend the bid validity period for a specified additional period. The request and the bidders' responses shall be made in writing through E-PADS. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with <b>ITB Clause 14</b> in all respects.
<b>14. Bid Security</b>	14.1. The bid security as specified in BDS shall be denominated in the currency of the bid: <ul style="list-style-type: none"> <li>i. at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit;</li> <li>ii. be substantially in accordance with one of the formats of bid security included in bidding documents or other form approved by the NIBAF-P before bid submission;</li> <li>iii. be payable promptly upon written demand by the NIBAF-P;</li> <li>iv. be submitted in its original form to NIBAF-P on or before bid submission deadline; and scanned copy of bid security instrument shall be submitted through E-PADS;</li> <li>v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under <b>ITB Clause 13.2</b>.</li> <li>vi. Bids submitted with insufficient bid security will be rejected.</li> <li>vii. Bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument.</li> <li>viii. The most advantageous Bidder's bid security will be released/ returned upon the submission of performance Guarantee.</li> </ul> 14.2. The bid security may be forfeited: <ul style="list-style-type: none"> <li>i. If a bidder withdraws his bid during the period of bid validity; or</li> <li>ii. If a bidder does not accept the correction of his Bid Price, pursuant to <b>Sub-Clause 24</b> of ITB hereof;</li> <li>iii. In the case of a most advantageous bidder, if he fails to: <ul style="list-style-type: none"> <li>a. Furnish the required Performance Guarantee in accordance with <b>Clause 32 of ITB</b>, or</li> <li>b. Sign the Agreement, in accordance with Sub-Clauses <b>30.2 &amp; 30.3 of ITB</b></li> </ul> </li> </ul>

<p><b>15. Format and Signing of Bid</b></p>	<p>15.1. The Bidder shall prepare only one bid or as specified in the BDS.</p> <p>15.2. The original bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. The authorization must be in writing and included in the bid under <b>ITB Clause 10.1</b>. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. All Schedules to Bid are to be properly completed and signed.</p> <p>15.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.</p> <p>15.4. In accordance with <b>ITB Clause-16</b>, Bids shall be submitted electronically through E-PADS.</p> <p>15.5. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>
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#### D. Submission of Bids

<p><b>16. Bids Submission Procedure</b></p>	<p>16.1. The Bidder shall submit the original bid through E-PADS.</p>
<p><b>17. Deadline for Submission of Bids</b></p>	<p>17.1. Bids must be submitted through E-PADS, no later than the bid submission deadline specified in the BDS. Bids submitted through hard form, telegraph, telex, fax or e-mail shall not be considered. In case of receipt of original bid security by the NIBAF-P after the deadline for submission prescribed in the Bid Data Sheet, bid will be rejected.</p> <p>17.2. NIBAF-P may extend the deadline for submission of bids by issuing an amendment under <b>ITB Clause 8</b>, in which case all rights and obligations of the NIBAF-P and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p><b>18. Late Bids</b></p>	<p>18.1. Any Bid received (through E-PADS) by NIBAF-P after the deadline prescribed in <b>ITB Clause 17</b> shall be rejected.</p>
<p><b>19. Withdrawal of Bids</b></p>	<p>19.1. The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal of the bids, is received by the NIBAF-P before the deadline prescribed for submission of bids under <b>ITB Clause 17</b>.</p> <p>19.2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity, specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in the forfeiture of bidder's bid security.</p>

#### E. Bid Opening and Evaluation

<p><b>20. Bid Opening</b></p>	<p>20.1. The NIBAF-P will open all bids through E-PADS in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS.</p> <p>20.2. For in person meeting, the bidders' representatives shall sign an attendance sheet as proof of their participation.</p>
<p><b>21. The process to Be Confidential</b></p>	<p>21.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to <b>Rule 41 of PPR-2004</b>.</p> <p>21.2. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF-P to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.3. The Bidder shall not disclose or attempt to make public any information</p>

	<p>relating to the bidding documents, bidding process and award of the contract to any person or entity without NIBAF-P's prior written consent.</p> <p>21.4. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or service provider, NIBAF-P may reject its bid and/or terminate the contract.</p> <p>21.5. Any effort by a Bidder to influence NIBAF-P in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
<b>22. Clarification of Bids</b>	22.1. During the bid evaluation, the NIBAF-P may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be made through E-PADS, and no change in the price (except under <b>Clause 24 of ITB</b> ) or substance of the bid shall be sought, offered, or permitted.
<b>23. Preliminary Examination</b>	<p>23.1. The NIBAF-P will examine the bids to determine whether;</p> <ol style="list-style-type: none"> <li>i. they are complete,</li> <li>ii. bid validity is provided accordingly,</li> <li>iii. required bid security have been furnished,</li> <li>iv. the documents have been properly signed,</li> <li>v. the bids are generally in order;</li> <li>vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV</li> </ol> <p>23.2. Bidders have to submit bids for <b>COMPLETE REQUIREMENTS</b>, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p>
<b>24. Correction of Errors</b>	<p>24.1. Bids determined to be substantially responsive will be checked by NIBAF-P for any arithmetic errors. Arithmetical errors will be rectified by the NIBAF-P on the following basis:</p> <ol style="list-style-type: none"> <li>i. 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 NIBAF-P 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;</li> <li>ii. 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</li> <li>iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ol> <p>24.2. The amount stated in the Bid will be adjusted by the NIBAF-P as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with <b>ITB 14</b>.</p>
<b>25. Evaluation and Comparison of Bids</b>	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under <b>ITB Clause 23</b>, shall be evaluated in detail.</p> <p>25.2. NIBAF-P will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to <b>Sub-Clauses 23.2 of ITB to 23.5 of ITB</b> as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of</p>

	<p>services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NIBAF-P will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <p>(a) Making any correction for arithmetic errors pursuant to <b>Sub-Clause 24.2 of ITB</b> hereof.</p> <p>(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.</p> <p>25.3. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</p> <p>25.4. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by NIBAF-P, provided such waiver does not prejudice or affect the relative ranking of any other bidders.</p>
<b>26. Contacting the Bank</b>	<p>26.1. Subject to <b>Clause 22 of ITB</b> heretofore, no bidder shall contact NIBAF-P on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAF-P. The evaluation results shall be announced as under:</p> <p>(a) Technical Evaluation Report/Results would be announced through E-PADS portal.</p> <p>(b) Financial / Final Evaluation Report would be announced through E-PADS portal.</p> <p>26.2. Any bidder feeling aggrieved by any act of NIBAF-P may lodge a written complaint through E-PADS concerning his grievances.</p>

#### F. Award of Contract

<b>27. Award Criteria</b>	<p>27.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically &amp; Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws on the subject matter and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.</p>
<b>28. Bank's Right to Reject all the Bids</b>	<p>28.1. NIBAF-P reserves the right to annul the bidding process and reject all bids at any time before award of contract under <b>Rule 33 of PPR-2004</b> without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but NIBAF-P will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given to all the bidders through EPADS.</p>
<b>29. Bank's Right to Vary Inputs/ Outputs at Time of Award</b>	<p>29.1. NIBAF-P reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.</p>
<b>30. Performance Guarantee</b>	<p>30.1. After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</p> <p>30.2. Failure of the most advantageous Bidder to comply with the requirement</p>

	of <b>ITB 30.1</b> 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.
<b>31. Notification of Award and Signing of Agreement</b>	<p>31.1. Prior to the expiration of the period of initial/extended bid validity, the Bank will notify the most advantageous Bidder in writing (“Notification of Award”), that its bid has been accepted.</p> <p>31.2. Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NIBAF-P will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>31.3. The formal Agreement between NIBAF-P and the most advantageous bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the most advantageous bidder from NIBAF-P.</p> <p>31.4. Upon the most advantageous Bidder’s furnishing of the Performance Guarantee and signing of Contract, NIBAF-P will discharge its bid security.</p>
<b>32. Disqualification Prior to Contract Signing</b>	<p>32.1. After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to <b>Rule 18 and Rule 19 of PPR-2004</b> or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.</p> <p>32.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid.</p>
<b>33. Grievances Redressal</b>	<p>33.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) constituted under Rule 48 of PPR-2004 through E-PADS,. The details of GRC is given on the PPRA website: <a href="http://www.ppra.org.pk">www.ppra.org.pk</a> and as given in Bid Data Sheet (BDS).</p> <p>33.2. For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard should be provided to the bidder with the Most Advantageous bid</p>
<b>34. Code of Conduct</b>	<p>34.1. It is the NIBAF-P’s policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the NIBAF-P follows, inter alia, the instructions contained in <b>Rule 2(1)(f)</b> of the PPR-2004 which defines:</p> <p><b>“corrupt and fraudulent practices”</b> in respect of procurement process, shall be either one or any combination of the practices including, -</p> <ol style="list-style-type: none"> <li>i. <b>“coercive practices”</b> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</li> <li>ii. <b>“collusive practices”</b> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</li> <li>iii. <b>“corrupt practices”</b> 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;</li> <li>iv. <b>“fraudulent practices”</b> which means any act or omission,</li> </ol>

including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

v. **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

34.2. **Under Rule 19 of PPR-2004**, the NIBAF-P can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

34.3. **Under Rule 19 of PPR-2004**, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of NIBAF-P management:

Nature of Offense/ Fault	Means of Verification
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> <li>• Results of Bid/Proposal analysis resulting in substantive evidence of collusion.</li> <li>• Actual instance verifiable as per law of land and applicable Rule and Regulations of NIBAF-Pakistan office</li> <li>• Cross verification of documentary undertaking submitted by Service Provider.</li> </ul>
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
Bidder failed to abide with Bid Form	Failed to abide with Bid Form

However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.

34.4. The **receipt** for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the NIBAF-P and the bidder shall be solely responsible for seeing that a proper receipt is provided.

34.5. **Under Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by NIBAF-P.

34.6. NIBAF-P's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the NIBAF-P's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NIBAF-P, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.

34.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

	<p>i. A bidder that has been engaged by the NIBAF-P to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.</p> <p>ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client.</p> <p>iii. A bidder (including its Personnel) that has a business or family relationship with a member of the NIBAF-P’s staff who is directly or indirectly involved in any part of</p> <ol style="list-style-type: none"> <li>a. the preparation of the specifications of the goods,</li> <li>b. the selection process for such assignment, or</li> <li>c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the NIBAF-P.</li> </ol> <p>iv. Bidders shall not recruit or hire any agency or current employees of the NIBAF-P. Recruiting former employees of the NIBAF-P or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the NIBAF-P by the bidder as part of the bid.</p>
<p><b>35. Overriding Effect of PPR-2004</b></p>	<p>35.1. Whenever in conflict with these documents, the stipulation of <b>PPR-2004</b> shall prevail.</p>
<p><b>36. Beneficial Ownership Information</b></p>	<p>36.1. For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <ol style="list-style-type: none"> <li>(a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,</li> <li>(b) Reject the bid of the said company.</li> </ol>

**Section II – Bid Data Sheet (BDS)**

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

ITB Clause	Description
<p>1.1 &amp; 1.3</p>	<ul style="list-style-type: none"> <li>• <b>Procurement Title:</b> OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE</li> <li>• <b>Reference Number:</b> NIBAF-P/PROC-KHI/006/2026</li> <li>• <b>Procurement Method:</b> Open Competitive Bidding as per Rule 21 of PPR-2004.</li> </ul> <p><b>Procurement Procedure:</b> Rule 36 (b) Single Stage - Two Envelope procedure of PPR-2004”.</p>

2.5	A list of debarred firms and individuals is available at the PPRA website: Black List Firm of Pakistan (ppra.org.pk)
7.3	Pre-Bid Meeting : N/A.
13.1	Bid Validity period is <b>180</b> days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> <li>• Bid Security of Amount as stated in Published Tender Notice in favor of NIBAF-P shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft / Deposit at Call.</li> <li>• A scanned copy of bid security instrument shall be submitted through E-PADS. However, Bid Security in original is required to be submitted through sealed envelope, which must reach on the given below address on or before the deadline for submission of bids: Head Facility Management Division  National Institute of Banking and Finance Pakistan Karachi office MT Khan Road Karachi  Phone: (021)35277500/594/523</li> <li>• Failure to submission of bid security along with the bid through E-PADS portal and receipt of original Bid Security instrument by NIBAF-P after the bid submission deadline shall cause rejection of bid.</li> </ul>
16.1	<ol style="list-style-type: none"> <li>1. Separate technical and financial Bids are required to be submitted through E-PADS as per Rule 36 (b) Single Stage - Two Envelope procedure.</li> <li>2. <b><u>Following should be the contents of the Technical Bid Envelope:</u></b> <ol style="list-style-type: none"> <li>i. Form I of Section III – Authorization Form for Bidder’s Representative (if required / applicable)</li> <li>ii. Form II of Section III – Form of Technical Bid</li> <li>iii. Security in the shape of Pay Order/Demand Draft/ Deposit at Call</li> <li>iv. Form III of Section III – Technical Compliance Form</li> <li>v. Form IV of Section III – Undertaking</li> <li>vi. Form V – Declaration of Beneficial Owners’ Information (In case of services worth Rs.50 million or above)</li> <li>vii. Volume-I of the Bidding document including all required Forms.</li> <li>viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV</li> </ol> </li> <li>3. <b><u>Following should be the contents of the Financial Proposal Envelope/Volume-II:</u></b> <ol style="list-style-type: none"> <li>i. Form-I of Section V – Financial Bid Submission Form</li> <li>ii. Duly filled, signed and stamped, Volume-II of the Bidding Document</li> </ol> </li> </ol>
29.1	Fifteen percent (15%) increase or decrease in scope of services.
30.1	The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract amount in the shape of Pay Order/Demand Draft/ Deposit at Call or Bank Guarantee issued by a scheduled bank in Pakistan. The Performance Guarantee shall be forfeited if Service Provider fails to perform the services under the Contract.

Section III- Form for Technical Bid

1. Form I – Authorization Form for Bidder’s Representative
2. Form II – Technical Bid Submission Form / Form of Bid
3. Form III – Technical Compliance Form
4. Form IV – Undertaking
5. Form IV – Declaration of Beneficial Owners’ Information

**Form - I**  
**(Authorization Form for Bidder's Representative)**  
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: \_\_\_\_\_

**ITB No:** NIBAF-P/PROC-KHI/006/2026  
**Title:** OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE

We, **M/s** < \_\_\_\_\_ > , incorporated under <mention the relevant Act/ordinance/regulation> \_\_\_\_\_ having its registered office at < \_\_\_\_\_ > do hereby nominate **Mr./Ms.** < \_\_\_\_\_ > , **Designation** < \_\_\_\_\_ > , **CNIC#** < \_\_\_\_\_ > as our lawful representative to participate, negotiate, sign, correspond and fulfil all associated formalities of the subject procurement on our behalf.

<b>Official Seal &amp; Signature of Bidder:</b>	_____
<b>Date:</b>	_____

**Form - II**  
**(Technical Bid Submission Form / Form of Bid)**

Bid Reference No. NIBAF-P/PROC-KHI/006/2026

**OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF  
PAKISTAN KARACHI OFFICE**

To:

Gentlemen,

1. Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ for the execution of the above-named services, we, the undersigned, being a company/firm doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated established under the laws of Pakistan hereby offer to execute the subject services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as stated in Volume-II: Schedule of Prices or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security as provided in Bid Data Sheet drawn in your favor or made payable to you and valid for a period of two hundred eight (208) days
4. We undertake, if we qualify and our Bid is accepted, to take up the subject services for the time period as stated in Bid Data Sheet.
5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute and abide by the Performance Guarantee referred to in Conditions of Contract for the due performance of the Services.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
10. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature \_\_\_\_\_

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

(Name of Bidder in Block Capitals)  
(Seal)

Address

Witness:

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

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

Address: \_\_\_\_\_

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

**Form III****(Technical Compliance Form)**  
(ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in "Section-VI-Part I-"Specific Services Data/Scope of Services".	
2	All the stated Terms and Conditions of the Contract including Specific Services Data/Scope of Services and forms etc.	
3	Bid is unconditional.	

**General Note**

- *The Minimum Eligibility / Technical Compliance will be evaluated totally on a compliance-based method. The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*
  
- *The bid found to be the Most Advantageous i.e. having qualified the minimum / technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*

**Form - V**  
**(Undertaking)**

**Dear Sir,**

1. I/We, M/s----- , hereby undertake that I/We, M/s shall comply with all applicable on the subject matter.
2. I/We, M/s ----- , understand and agree unconditionally that in case I/We, M/s fail to abide by the above undertaking or any of terms of the Contract, the Client/ NIBAF-P shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
3. I/We hereby confirm and declare that I/We, M/s----- , has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor sanctioned by National Counter Terrorism Authority (NACTA).
4. Detection of false declaration/statement at any stage of the entire Bidding Process / Currency of the Contract shall lead to disqualification and forfeiture of Bid Security and/or Performance Guarantee and termination of the contract.

Seal & Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

**Form – VI**  
**(Declaration of Beneficial Owners' Information)**

In case of services/works worth Rs.50 million or above, the bidder shall provide Beneficial Ownership information on the below prescribed Form:

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. Date on which shareholding, control or interest acquired in the business.	

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

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

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

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

**Name & signature**

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

**SECTION IV (SCHEDULE A TO BID) – QUALIFICATION INFORMATION AND BID EVALUATION  
CRITERIA**

**1. Basic Conditions for Qualification**

- 1.1 Joint Ventures (JV) are not allowed, only firms/ companies fulfilling the requirements mentioned in the Invitation to Bid are eligible to participate in the bidding process.
- 1.2 Information supplied by the Bidders for the qualification statement must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group ownership". Financial Bids of only technically qualified bidders shall be opened and the Contract shall be awarded to the most advantageous bidder.
  - a) NIBAF-P will review the information supplied by the bidders submitted for qualification and will make public the results of qualification to the bidders.
  - b) Firms/Companies applying for qualification are advised that any variation of constitution or membership from that put forward in response to this notice, without prior approval of NIBAF-P may result in their disqualification.
  - c) The response to this notice must be sufficiently detailed to convince NIBAF-P that the firms/companies applying for qualification have the experience as well as the technical, administration and financial qualifications necessary for the execution of the services and they must prove that they have carried out similar services in their own country or abroad.
  - d) Only Technical Proposals will be opened in the presence of Bidders or their authorized representatives who may choose to attend as per the schedule provided in the Invitation to Bids. The bidders should provide maximum information required for evaluation of their Technical Proposals.
  - e) The Financial Bids of the technically qualified bidders shall be opened on the date and venue communicated to the bidders through email/registered post/ courier service. The Financial Bids of the Bidder's, who fail to qualify, shall be returned to them unopened. Decision of NIBAF-P in this connection shall be final and binding on all Bidders.

**2. Qualification Criteria:**

**2.1 General**

Qualification will be based on all the criteria given in paras **2.1 to 2.2** regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. NIBAF-P reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

NIBAF-P reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous work experience etc. NIBAF-P may reject any application for any misrepresentation knowingly made by any bidder in, or pursuant to, their application or for any statement furnished in connection therewith and intended to be relied upon by the NIBAF-P, which is incorrect in any respect.

**2.2 Qualification Criteria**

In addition to the eligibility criteria given in the instructions to bidders, for qualification purpose, the bidders must meet the following requirements;

Sr.	Minimum Eligibility/ Qualification Criteria	Annexure / Page
1.	<b>Conditional / Un-conditional</b> Bid must be un-conditional, conditional bids shall be rejected.	
2.	<b>Bid Security</b> Bid Security in original is required to be submitted through sealed envelope before opening of Bid.	
3.	<b>ATL FBR</b> The bidder should be registered with relevant Tax authorities and appear on Active Taxpayer list of FBR.	
4.	<b>Undertaking (As per Format attached)</b> The bidder is required to submit an undertaking as per format provided.	
5.	<b>Proposed Services Execution Plan of the Bidder</b> Duly filled Methodology/ Program of Performing the Services provided in Schedule-E to bid.	
6.	<b>Available Financial Capability</b> Provide Bank statement showing required balance of Minimum Liquid Assets of Rs. 1.5 million at any one instance in three months' period prior to publication of ITB or credit line facility available during the same period or Liquid Assets such as Premium Prize Bonds, Stock Bonds etc.). OR Annual Sales Volume/Gross Turnover of at least PKR. 6.0 million in any of the last Three (03) years. (Copies of Audited Financial Statements or Income Tax returns filed in FBR or bank statements to be attached).	
7.	<b>Particular Experience of the Firm</b> Minimum two (02) contracts awarded for providing management services for HVAC/Split AC in the past five (05) years, with a minimum contract value of Rs. 1.5 million/year/contract. The bidder must provide copies of Work Order/ Contract agreement/Taking Over Certificate/ Completion Certificate etc. of the contracts of which experience is being claimed.	

**Section V- Form for Financial Bid (Volume II)**

Provided in Volume-II of Bidding Documents

**SECTION V – (SCHEDULE B TO BID) Price Schedule (Volume II)**  
**The Financial Bid**

Provided as Volume-II of Bidding Documents

**SECTION-VI- (SCHEDULE C TO BID) PART-1 SPECIFIC SERVICES DATA/ SCOPE OF SERVICES****1. Scope of Services:****Tools & Equipment (T&E) for Execution of Services**

The Service Provider 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 Client finds that the T&E brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. 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, Client 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."

**2. List of Equipment:**

Services are required at the following major equipment:

Location	Equipment
NIBAF-Pakistan MT Khan Road Karachi  Repair and Maintenance for Required Capacities Conventional/Inverter With all Respects.	• 1 ton approx.=20
	• 1.5 ton approx.=19
	• 2 ton approx.=19
	• 4 ton approx.= 21
	• Refrigerator = 04
	• Water dispenser = 12

Sr No	Nature of Service	Execution Schedule
1.	Supervisory Services for all the installed AC's and other equipment of different capacities in building mentioned in Blew table.	Monthly Visits to check smooth operations
2.	Technical Services including Troubleshooting, Inspections, Preventive and Corrective Services for Air conditioners and other equipment's.	Monday to Friday 8:30 Am to 5:30 Pm As per preventive and corrective maintenance requirement and any requirements shared by Client ( including W e e k e n d s and Public Holidays, if requires)
3.	Technical Assistant services for all the installed split ACs of different capacities in building mentioned in above table	

**Services:**

**The major items of Services under this Contract are as follows:**

<p><b>Following will be provided by the Client:</b></p> <ul style="list-style-type: none"> <li>• Electricity and water supply.</li> <li>• Supply of spares (compressor, indoor/outdoor motor, circuit breaker, electric wire, evaporator, condenser, isolators and New PCB Control Cards (inverter) and /conventional type units, Copper pipes with Accessories)</li> <li>• Provision of suitable space for Service provider within premises with a telephone extension from existing building for easy communication with the Concerned officials of the Client.</li> </ul>
<p><b>Following will be provided by the Service provider:</b></p> <ul style="list-style-type: none"> <li>• Providing and charging Refrigerant Gas in AC units.</li> <li>• Leak testing with Nitrogen Gas and repairing leaks as well.</li> <li>• Repairing of Evaporator Coils including replacement of U-Bends</li> <li>• Repairing/ replacement of electronic circuits parts of PCB Cards from OEM service centers</li> <li>• Repairing of electronic circuits parts of PCB Cards indoor/outdoor.</li> <li>• Repairing of Fridge/ Water dispenser</li> <li>• Repairing of condenser Coils including replacement of U-Bends</li> <li>• Replacement of capacitor.</li> <li>• Repair/ replacement of valves and contactors and other accessories etc.</li> <li>• Dismantling/Removal/Installation/Shifting of ACs (New and Old ACs) including civil repair and Electrical works.</li> <li>• Services for making of Holes with Core cutter for installation of ACs</li> <li>• The Service Provider has to maintain at the premises, necessary tools/equipment, consumables, parts, services and safety equipment required for said service.</li> <li>• All works shall be done as per highest standards of Quality and workmanship through deputed skilled resources and client reserved the right to interview any deputed resources. Service provider shall be responsible to restore the site and equipment as per original.</li> <li>• Repairing of Indoor/outdoor Fan Motors of ACs</li> <li>• Cleaning/Service and maintenance of ACs, Distribution boxes, lights, etc.</li> <li>• Laying/relocation/removal/dismantle of copper pipes/electrical wire/drain pipes/conduits/PVC ducts and other allied accessories as per advice of client and site requirement.</li> <li>• Service provider will be responsible for arrangement at their own cost for day to day use of consumables not limited to all type of tapes, nut bolts, rawal Bolts,</li> </ul>

<p>screws, nails, AC filters, contact cleaner, emery paper, liquor spray ,soldering flux/wire, PU foam spar, plaster of paris, cement, cotton rags for cleaning, detergents, cleaning accessories, Aero flex insulation, service trollies, fitting accessories etc.</p> <ul style="list-style-type: none"> <li>• Service provider will be responsible for arrangement of new uniforms (quarterly basis), safety shoes, PPEs for their deputed resources.</li> </ul>		
<p><b>General Services</b></p>		
<table border="1"> <tr> <td style="width: 5%; text-align: center;">i.</td> <td>The service provider shall be responsible for the continuous and uninterrupted management services of entire equipment including complete periodic service &amp; preventive maintenance, oversee Components and accessories including repair.</td> </tr> </table>	i.	The service provider shall be responsible for the continuous and uninterrupted management services of entire equipment including complete periodic service & preventive maintenance, oversee Components and accessories including repair.
i.	The service provider shall be responsible for the continuous and uninterrupted management services of entire equipment including complete periodic service & preventive maintenance, oversee Components and accessories including repair.	

ii.	Preventive maintenance services of the relevant equipment present at Site according to manufacturer’s manual and specific building requirement.
iii.	The service provider shall visit Daily inspection of AC and other equipment as well as provide necessary guidance to fix the slackness or variations.
iv.	The Service provider shall response to Client’s instruction/call to immediately carry out the breakdown repair works. The Service provider shall obtain confirmation/approval from the Client before execution of Such jobs.
v.	A complete daily general monitoring of the equipment at site shall be carried out by the Service provider who will immediately convey any abnormality, as well as make immediate arrangements to set right such abnormalities. Moreover, Service provider shall maintain related records and produce such records as and when required by the Client
vi.	The Service provider shall attend maintenance or repair work of the 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 Service provider shall inform the Client well in advance about any maintenance/repair/service work scheduled to be Done by the Service provider after office hours or on holiday(s).
vii.	Disposal Services of waste, such as used oil, breakers, isolators, gas cylinders and filters, defective lights, and of other such items according to municipal codes and environmental standards. All waste shall be shifted out of Client’s Premises at service provider’s expense and risk as directed by the Engineer/In charged
viii.	Cleaning and general upkeep services of the relevant equipment present at site, interior and exterior indoor and outdoor units, breakers, isolators, compressors and cable health checking and other related / necessary services.
ix.	The service provider shall be responsible for ensuring that no Safety of the system is by-passed in any way, under any circumstances.
x.	The service provider should keep the required tools, equipment and calibrated instruments at site for carrying out the continuous and uninterrupted service.
xi.	Service provider must provide 24-hour on-call support outside of normal office hours and service provider is obliged to provide any of the defined services as demanded by the NIBAF at that time.
xii.	The Service provider shall provide round the clock 24/7 on call support and shall be obliged to dispatch the services outside normal office hours within the hour as and when required by the Client.
<b>a) <u>Supervisory Services:</u></b> Service provider shall provide services for:	
i.	Attending to phone calls and responding as necessary.
ii.	Service provider will provide the services for Repair and Maintenance of complete air conditioning system.
iii.	Service provider shall refer to O&M (Operation and Maintenance) manuals of above equipment for performing maintenance and upkeep work and follow instructions therein.
iv.	A complete daily general checking of the entire installation shall be carried out by the Service provider and they will immediately convey any abnormality in the equipment and allied systems listed above, as well as make immediate arrangements to set right such abnormalities. Moreover, service provider shall maintain related records and produce such records on demand by the Client.

v.	The Service provider shall inform Client about requirement for spares to keep system operational well in advance so that same could be arranged in time by the Client.
vi.	Deputed resource shall be responsible for liaison between engineer in- charge, other stake holders and the service provider in terms of corrective/preventive maintenance, technical audits of the equipment. He shall ensure smooth operation of Split Air conditioners on daily basis. <ul style="list-style-type: none"> <li>• Qualified &amp; experienced to manage Air conditioning system</li> <li>• Knows Work Force Management</li> <li>• Has reasonable English language skills to communicate in writing, prepare and evaluate reports etc.</li> </ul>
<b>b) Technical Services:</b> Service provider shall provide services for:	
i.	Attending to phone calls and responding as necessary.
ii.	Monitoring operation of Indoor, Outdoor Units of Split ACs and restore after any type of shutdown/Rectification.
iii.	Monitoring ACs for abnormal noise, vibration or any other condition.
iv.	Carrying out routine maintenance for AC's and associated equipment and systems.
v.	Calling for external help in situations and whenever necessary.
vi.	Maintenance activities necessary to maintain/repair all contractually covered equipment in trouble-free and smooth operating condition.
vii.	Responsible for ensuring smooth Air conditioning arrangements during Meeting.
viii.	Smooth operation as well as adequate servicing and maintenance of Complete office building i.e. system including all power control wiring electric of building premises.
ix.	Inspection of wiring, thermostat controls etc. inside the building shall also be ensured and properly maintained and serviced.
x.	Removal and disposal of waste.
xi.	Cleaning all AC's indoor/outdoor
<b>a) Technical Assistance Services:</b>	
i.	Attending to phone calls and responding as necessary.
ii.	Providing required assistance in conducting the operation, maintenance and servicing of the Air conditioning Units mentioned above in (a) (b) (c).
<b>Frequency of Services for Operation and Maintenance of Air conditioning Units:</b>	
<b>Daily &amp; Service</b>	Daily inspection will be carried out by the Service Provider and will record remarks on the approved checklist of the Client
	Switch on/off all the AC units as per the requirement of the site
	Cleaning/Serviceing of the AC's as per the schedule.
<b>Weekly Service</b>	Visual inspect the air filters for cleanness or replacement.
	Monitor the evaporator coil, if needed comb the fins and wash the coil.
	Monitor the unusual noise from blower.
	Monitor the blower fan for dust buildup.
	Monitor the tightening of mounting bolts.
	Visually inspect the compressor for unusual noise and check its ampere.
	Monitor the condenser coil to determine if it needs cleaning.
	Cleanout condensate, drain line and clean condensate pan.
Monitor refrigerant pressure from suction and refill if necessary.	

	Monitor the sound of motor and tighten all electrical connections and check amperage and voltage.
	Monitor the insulation of the Copper Piping.
<b>Monthly Service</b>	Visual inspect the air filters for cleanness or replacement.
	Monitor the evaporator coil, if needed comb the fins and wash the coil.
	Monitor the unusual noise from blower.
	Monitor the blower fan for dust buildup.
	Monitor the tightening of mounting bolts.
	Monitor the condenser coil to determine if it needs cleaning.
	Visually inspect the compressor for unusual noise and check its ampere.
	Monitor refrigerant pressure from suction (50-70 Psig Running Pressure for R 22 and 120-140 Psig Running pressure for R410A) and refill if necessary.
	Cleanout condensate, drain line and clean condensate pan.
	Monitor the sound of motor and tighten all electrical connections and check amperage and voltage.
	Monitor the insulation of the Copper Piping.

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

The Service Provider 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 Client finds that the T&E brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. 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, Client reserve 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."

**List of suggestive Equipment & Skill for AC Works**

Description of Equipment
Air Blower
Aluminum Ladder (Adjustable Size)
Pressure Pump(Karcher Pump)
Standard Tool Kit: 1. gas welding Set 2. cylinder equipment (Nitrogen (leak testing), Oxygen for gas welding) 3. Vacuum equipment(pump) 4. Gauge manifold 5. Flaring tool (Flaring vise) 6. Screwdriver set 7. L-Key set 8. Spanner set 9. Ring spanner set 10. Plier Set 11. Multimeter/ampere meter etc) 12. Pipe Bender 13. Copper rods 14. Bronze rods 15. Heavy duty Drill/cutting/wall chisel machine 16. Core cutter (different core sizes) 17. Grinder (With cutting disks for wall, metal, wood etc.) 18. Glass Cutter (Circular) 19. Rope (Different Sizes & Thickness)

20. Leveler
Safety Belts
Safety helmets
First Aid Kit

**SCHEDULE D TO BID**

**Services to be performed by Sub-Service Providers**

----- Sub-Contracting is not allowed -----

**PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES**

As a part of Technical Proposal and in accordance with Schedule of Approximate Areas for Services and frequency, bidder shall provide a complete program of services with proposed resources deployment with minimum resource as per the table below ;

**Table-1: Resources**

<b>Sr No</b>	<b>Nature of Service</b>	<b>Execution Schedule</b>	<b>Services Execution Management Plan</b>
1.	Supervisory Services for all the installed split ACs of different capacities	Once a week for smooth operations	
2.	Technical Services for all the installed split ACs of different capacities at Building	Monday to Friday 8:30 Am to 6:30 Pm  As per preventive and corrective maintenance requirement and any requirements shared by Client (including Week ends and Public Holidays, if requires)	
3.	Technical Assistance Services for all the installed split ACs of different capacities at Building		

**(Bidding Documents-Section-VI-Part-2)**

**Section VI – CONDITIONS OF CONTRACT**

## A. GENERAL CONDITIONS OF CONTRACT (GCC)

<b>1. General Provisions</b>	
<b>1.1. Definitions</b>	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.</li> <li>b) <b>“Authorized Officer”</b> means the person notified by Client to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.</li> <li>c) <b>“Confidential Information”</b> means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.</li> <li>d) <b>“Client”</b> means State Bank of Pakistan- Banking Services Corporation (NIBAF-P), that signs the Contract for the Services with the selected Service Provider.</li> <li>e) <b>“Day”</b> means a Gregorian calendar day unless indicated otherwise.</li> <li>f) <b>“GCC”</b> means these General Conditions of Contract;</li> <li>g) <b>“Government”</b> means the Government of the Islamic Republic of Pakistan;</li> <li>h) <b>“Party”</b> means the Client or the Service Provider, as the case may be, and “Parties” means both of them;</li> <li>i) <b>“Services”</b> means the work to be performed by the Service Provider under this Contract.</li> <li>j) <b>“Service Provider’s Bid”</b> means the completed Bidding Documents submitted by the Service Provider to the Client</li> <li>k) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>l) <b>“Specifications”</b> means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client</li> <li>m) <b>“Service Points”</b> are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously.</li> <li>n) <b>“Service Provider”</b> means the person whose tender/bid has been accepted by the <b>Client</b> and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person</li> <li>o) <b>“Service Provider’s Employee”</b> employees of the Service Provider.</li> </ul>
<b>1.2. Applicable Law</b>	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
<b>1.3. Language</b>	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
<b>1.4. Notices</b>	1.4.1. Any notice, request, or consent made under 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, email, or facsimile to such Party at the address specified in the SCC.
<b>1.5. Location</b>	1.5.1. The Services shall be performed at such locations as are specified in <b>at Section VI</b> and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
<b>1.6. Authorized Representatives</b>	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
<b>1.7. Instructions, Inspection and Audit by the Client</b>	1.7.1. The Service Provider shall carry out all instructions of Client communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located. 1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
<b>1.8. Taxes, Duties and other applicable laws</b>	1.8.1. The Service Provider shall pay its own and its employees taxes, and the Client 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.  1.8.2. 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 in the contract price by both parties.
<b>1.9. Priority of Contract Documents</b>	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of Client for clarification. In case of clarification with respect to any clause/ document the same shall be construed as determined by the client.
<b>1.10. Services</b>	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
<b>1.11. Service Execution Schedule</b>	1.11.1. The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time. 1.11.2. The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment. 1.11.3. 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, Client is entitled to impose Liquidated Damages as per clause – 3.11. 1.11.4. The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract. 1.11.5. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative,

	<p>the Service Provider shall provide as a replacement after fulfillment of requirements as per Client's security protocol/requirement.</p> <p>1.11.6. If Client finds that any of the Service Provider's representative 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 any of its employees, then the Service Provider shall, arrange for a replacement.</p> <p>1.11.7. In the event that Service Provider, or any of its agents, representatives, employees, or subcontractors, is found to have engaged in theft, fraud, or any other act of dishonesty at the Client's premises, the Client shall have the sole and absolute discretion to impose a penalty upon the Service Provider of Rs 25,000 in addition to the recovery of actual losses incurred. This shall be without prejudice to any other rights or remedies available to the Client under this Agreement and / or applicable law including blacklisting.</p>
<p><b>1.12. Attendance of Meetings</b></p>	<p>1.12.1. The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.</p>
<p><b>1.13. Responsibilities, Liabilities and Warranties By The Service Provider</b></p>	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client's requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2 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 cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client's interests or business;</p> <p>1.13.3 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, NOHCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider</p>

	<p>agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.</p>
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<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1. Effectiveness of Contract</b>	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the <b>SCC or work order</b> .
<b>2.2. Duration of Contract</b>	2.2.1. The duration of this contract shall be twelve (12) months, renewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
<b>2.3. Extension of Contract</b>	2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to Client to call new tenders and award of a fresh contract.
<b>2.4. Modification/ Variations</b>	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
<b>2.5. Force Majeure</b>	<p>2.5.1. <b>Definition</b> For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per <b>clause 2.6</b> of the Contract because of Force Majeure.</p> <p>2.5.2. <b>No Breach of Contract</b> 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 insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event;</p> <ol style="list-style-type: none"> <li>has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and</li> <li>has informed the other Party as soon as possible about the occurrence of such an event.</li> </ol> <p>2.5.3. <b>Extension of Time</b> Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<b>2.6. Termination</b>	<p>2.6.1. <b>By the Client</b> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be</p>

	<p>given after the occurrence of any of the events specified in paragraphs (a) through (g) of this <b>Clause 2.6.1</b>:</p> <ul style="list-style-type: none"> <li>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract,</li> <li>b) if the Service Provider becomes insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for not less than sixty (60) days; or</li> <li>d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>e) 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.</li> <li>f) if the Service Provider does not maintain a Performance Guarantee under <b>Clause 3.12</b></li> <li>g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the <b>Clause 7.2</b>.</li> <li>h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</li> </ul> <p><b>2.6.2. <u>By the Service Provider</u></b> The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to <b>Clause 7</b> within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p><b>2.6.3. <u>Payment upon Termination</u></b> Upon termination of this Contract under <b>Clauses 2.6.1 or 2.6.2</b>, the Client shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> <li>a) Payment of services under <b>Clause 6</b> for Services satisfactorily performed by the Service before the effective date of termination;</li> <li>b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of <b>Clause 2.6.1</b>, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</li> <li>c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts and/or the Retention Money/Performance Security.</li> <li>d) In case of termination under <b>Clauses 2.6.1 except under Paragraphs (c) and (h)</b>, performance security shall be forfeited.</li> </ul>
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<b>3. Obligations of the Service Provider</b>	
<b>3.1. General</b>	<p><b>3.1.1.</b> The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management</p>

<b>3. Obligations of the Service Provider</b>	
	<p>practices. 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 Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p>
<b>3.2. Indemnity</b>	<p>3.2.1. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.2. Any 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.</p> <p>3.2.3. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.4. 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</p> <p>3.2.5. 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.</p>
<b>3.3. Conflict of Interests</b>	<p>3.3.1. <b><u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u></b> Payment against the services under <b>Clause 6</b> shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <b><u>Prohibition of Conflicting Activities</u></b> a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional</p>

<b>3. Obligations of the Service Provider</b>	
	activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
<b>3.4. Confidentiality</b>	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Bank to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Bank's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, the Bank may reject its bid and/or terminate the contract Service Provider.</p>
<b>3.5. Contractual Liability Insurance</b>	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of fraud, personal injury, death, loss, theft or damage to property of Client and third Party 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, plants, fixtures, metallic items etc.) are Service Provider's risks. The Service Provider shall have to make good all damages/losses to Client. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with the Bank.</p> <p>3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, 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 Client 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 Client's claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.</p>
<b>3.6. Service Providers' Actions Requiring Client's Prior Approval</b>	<p>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>a) entering into a subcontract for the performance of any part of the Services,</li> <li>b) changing the schedule of activities;</li> <li>c) any other action that may be specified in the SCC.</li> </ol>
<b>3.7. Independent Service Provider Status</b>	<p>3.7.1. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client 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.</p> <p>3.7.2. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she</p>

<b>3. Obligations of the Service Provider</b>	
	had been posted by the Service Provider at any of the premises of Client for performance of this Contract.
<b>3.8. Compliance with all the Regulatory Requirement</b>	<p>3.8.1. The Service Provider shall be responsible for complying with all applicable laws on the subject matter which includes but not limited to:</p> <ol style="list-style-type: none"> <li>a. Payment of at-least minimum wages, salaries, remuneration as notified by the respective Government.</li> <li>b. Ensure EOBI, Social Security registration of its resources and regular payment of contributions.</li> <li>c. Group Life and Medical Insurance.</li> <li>d. Casual, medical and maternity or any other leaves as per applicable laws.</li> <li>e. Gratuity and any other requirement as per applicable laws.</li> </ol> <p>3.8.2. The Service Provider will ensure that the terms and conditions of employment/ service of its employees are compliant and in accordance with the applicable labor laws existing in Pakistan and any of the Provinces in Pakistan.</p> <p>3.8.3. The Service Provider shall take all practicable steps to ensure that all of its resources comply with the Applicable Law.</p>
<b>3.9. Reporting Obligations</b>	3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.
<b>3.10. Documents Prepared by the Service Providers to Be the Property of the Client</b>	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under <b>Clause 3.9</b> shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, 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 Client.
<b>3.11. Penalties / Liquidated Damages</b>	<p>3.11.1. For each deficiency and poor service, Client will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to Client under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.</p> <p>3.11.2. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.3. Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to Client as and when required.</p> <p>3.11.4. Client may impose penalty equal to 1/30 of the respective monthly invoice in case of non-disbursement of salaries/wages/remuneration within the date specified in the Contract.</p>
<b>3.12. Performance Guarantee</b>	3.12.1. The Services Provider shall furnish a Performance Guarantee equal to 5% of the Contract Price stated in Letter of Award / Acceptance in the shape of Bank Guarantee / Bank draft issued from schedule bank

<b>3. Obligations of the Service Provider</b>	
	<p>in Pakistan, which will be valid 28 days beyond the Contract Period. Such Performance Guarantee will be released when Service Provider has successfully completed the Contract and performed all its obligations under the Contract.</p> <p>3.12.2. Notwithstanding anything contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.</p>
<b>3.13. Early Warning by the Service Provider</b>	<p>3.13.1. The Service Provider shall warn Client in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on Client's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.</p> <p>3.13.2. Client shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>3.13.3. If the Service Provider fails to give an early warning without any justified reason he shall be held responsible for all the consequences thereof.</p>
<b>3.14. Declaration</b>	<p>3.14.1. 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 Client through any corrupt business practice.</p> <p>3.14.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between Client 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.</p> <p>3.14.3. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.</p> <p>3.14.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>3.14.5. This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without Client's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.</p> <p>3.14.6. The Contract shall be governed by the laws of Pakistan and Service Provider and Client agree to submit to the exclusive jurisdiction of the courts in Pakistan.</p>

<b>4. Scope of services</b>	
<b>4.1. Description of Services to be performed by the Service Provider</b>	4.1.1. The scope of services to be performed by the Service Provider are described at Section VI-Part-1.

<b>5. Obligations of the Client</b>	
<b>5.1. Provide information about the code of conduct</b>	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

<p><b>5.2. Change in the Applicable Law</b></p>	<p>5.2.1. If after bid submission a change occurs to any Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law especially labor laws regarding revision in minimum wage or any other statutory benefits for the labor force, notification which causes addition or reduction in the cost of Service such additional or reduced cost shall be added to or deducted from the Contract Price as per following procedure:</p> <p><b>a. Adjustable Portion of Bid Price (AP)</b></p> <ul style="list-style-type: none"> <li>i. Monthly wage</li> <li>ii. Employees Old Age Institution (EOBI)</li> <li>iii. Sindh Employees Social Security Institution (SESSI)</li> <li>iv. Annual Leave Amount</li> <li>v. Gratuity</li> <li>vi. Sales Tax on Services</li> </ul> <p><b>b. Non-adjustable Portion of Bid Price (NAP)</b></p> <ul style="list-style-type: none"> <li>i. Group Life Insurance</li> <li>ii. Medical Insurance</li> <li>iii. Cost of Equipment</li> <li>iv. Cost of Uniform</li> <li>v. Overhead</li> <li>vi. Profit</li> <li>vii. Income Tax</li> </ul> <p>The price adjustment will be made only on adjustable portion as per following equation:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <math display="block">P1 = Mr + Sr + Er + Gr + AL(r) + STr + NAP</math> </div> <p><b>Where:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">P1 (Revised monthly amount)</td> <td>Payable to the Service Provider.</td> </tr> <tr> <td>Mr (Revised Wage)</td> <td><math>Mx + (Wn - Wo)</math></td> </tr> <tr> <td>Sr (Revised Social security)</td> <td>will be calculated as per applicable law</td> </tr> <tr> <td>Er (revised EOBI)</td> <td>As notified from time to time</td> </tr> <tr> <td>Gr (Gratuity)</td> <td>will be calculated as per applicable law</td> </tr> <tr> <td>AL(r) Annual Leave amount</td> <td>will be calculated as per applicable law</td> </tr> <tr> <td>STr (Sales Tax on Services)</td> <td>will be calculated as per applicable law</td> </tr> <tr> <td colspan="2"><b>Base Price Indices</b></td> </tr> <tr> <td colspan="2">Mx is Rate quoted by bidder</td> </tr> <tr> <td colspan="2">Wo is Base minimum wage at the time of bid submission</td> </tr> <tr> <td colspan="2"><b>Current Price Indices</b></td> </tr> <tr> <td colspan="2">Wn is Revised monthly minimum wage rate</td> </tr> </table> <p>5.2.2. The Service Provider shall substantiate price adjustment bill with supporting relevant documents including government notifications etc. in evidence.</p>	P1 (Revised monthly amount)	Payable to the Service Provider.	Mr (Revised Wage)	$Mx + (Wn - Wo)$	Sr (Revised Social security)	will be calculated as per applicable law	Er (revised EOBI)	As notified from time to time	Gr (Gratuity)	will be calculated as per applicable law	AL(r) Annual Leave amount	will be calculated as per applicable law	STr (Sales Tax on Services)	will be calculated as per applicable law	<b>Base Price Indices</b>		Mx is Rate quoted by bidder		Wo is Base minimum wage at the time of bid submission		<b>Current Price Indices</b>		Wn is Revised monthly minimum wage rate	
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<p><b>5.3. Services and Facilities</b></p>	<p>5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.</p>																								
<p><b>5.4. Assistance and Exemptions</b></p>	<p>5.4.1. No assistance regarding exemption will be provided by the Client.</p>																								
<p><b>5.5. Access To The Buildings/</b></p>	<p>5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency</p>																								

<b>Premises And Stores</b>	<p>as per Client's Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.</p> <p>5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of Client to his office, store or other areas under his control while providing the Services under the Contract.</p>
<b>5.6. Performance / Completion Certificate</b>	<p>5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.</p>

<b>6. Payments to the Service Provider</b>	
<b>6.1. Payments</b>	<p>6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in <b>Clause 5.2</b>, the Contract Price may only be increased above the amounts stated in <b>Clause 6.2</b> if the Parties have agreed to additional payments under <b>Clauses 2.4 and 6.3</b>.</p>
<b>6.2. Contract Price</b>	<p>6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions.</p> <p>6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.</p>
<b>6.3. Payment for Additional Services</b>	<p>6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of Client at any time. Client shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{9} \text{ / (9 hours)}$

<b>6. Payments to the Service Provider</b>	
<b>6.4. Terms and Conditions of Payment</b>	<p>6.4.1. The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.</p> <p>6.4.2. In case of unavailability of services, Client will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:</p> $\frac{\text{Monthly charges as per the Price}}{30} \times \frac{\text{Resources as per proposed management plan}}{\text{Number of days for which services remained unperformed}}$ <p>6.4.3. Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of Client on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/ unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client.</p> <p>6.4.4. With the Final Statement / Bill, the Service Provider shall give to the Client a written discharge as per the format attached confirming that the total of the Final Statement/Bill represents full and final settlement of all monies due to the Service Provider arising out of or in respect of the Contract.</p> <p>6.4.5. After completion of the contract, the service provider will sign the contract closure certificate.</p>
<b>6.5. Currency of Payment</b>	6.5.1. All Payments shall be made in Pak. Rupees.
<b>6.6. Taxes and Duties</b>	<p>6.6.1 All applicable taxes shall be deducted by Client at source unless a valid tax / duty exemption certificate is submitted by the Service Provider.</p> <p>6.6.2 The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.</p>

<b>7. Quality Control</b>	
<b>7.1. Performance Standards</b>	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
<b>7.2. Correction of Defects, and Penalty for Lack of Performance</b>	<p>7.2.1. Client shall check the Service Provider's work 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.</p> <p>7.2.2. The Client's authorized Officer 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, Client will impose a penalty as per Clause 3.11.</p> <p>7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider.</p> <p>7.2.4. 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, Client may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything contained in the Contract and /</p>

### 7. Quality Control

	or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.
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### 8. Resolution of Disputes

<b>8.1. Disputes Resolution Procedure</b>	<p>8.1.1. If any dispute arises between the parties (Service Provider and Client), regarding the performance of the Services or anything contained in the Contract, the matter shall be referred to the Director Engineering or any other officer authorized by the competent authority at Client who will examine the matter in detail and give a decision.</p> <p>8.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940. The place of Arbitration shall be as specified in SCC.</p>
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### 9. Health, Safety, Utilities, First Aid Facilities

<b>9.1. Health, Safety, Environment and Security (HSE&amp;S)</b>	<p>9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&amp;S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.</p> <p>9.1.2. Client may periodically check the Service Provider's compliance with standard HSE&amp;S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that Client's recommendations and industry standards in this regard are implemented without any delay.</p> <p>9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client.</p> <p>9.1.4. The Service Provider shall confirm in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p> <p>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ol style="list-style-type: none"> <li>a) Use of clean fuels to minimize air polluting emissions.</li> <li>b) Control of other air pollutants.</li> <li>c) Recovery and recycling of usable materials.</li> <li>d) Control of vehicle noise.</li> <li>e) Control of noise from power facilities.</li> <li>f) Limitation of Vibrations.</li> <li>g) Preservation of natural land to the extent possible.</li> <li>h) Preservation of archaeological Sites.</li> <li>i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.</li> </ol> <p>9.1.6. Failure to adhere to these health and safety standards, including but not limited to the failure to provide required safety equipment, implement safe work practices, or maintain a safe working environment, shall result in a penalty of Rs. 5,000 per event of non-compliance. Each instance of failure to comply with the applicable health and safety regulations shall be treated as a separate event, and</p>
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	<p>the penalties shall be cumulative which shall be deducted from the payments due to the Contractor.</p> <p>9.1.7. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of persistent violation of any of the above instructions by the Service Provider and related HSE&amp;S requirements of Client communicated to the Service Provider from time to time.</p>
<b>9.2. Electric Power Supply, Water Supply, Telephone etc.</b>	9.2.1. Water and electric power for rendering the services under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.
<b>9.3. First aid Facilities</b>	9.3.1. The Service Provider shall provide for its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

### 10. Corrupt and Fraudulent Practices

<b>10.1. Corrupt &amp; Fraudulent Practices</b>	<p>10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in <b>Rule 2(1)(f) of PPR 2004</b> which defines:</p> <ul style="list-style-type: none"> <li>i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including, -</li> <li>ii. <i>"coercive practices"</i> which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</li> <li>iii. <i>"collusive practices"</i> which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;</li> <li>iv. <i>"corrupt practices"</i> 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;</li> <li>v. <i>"fraudulent practices"</i> which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</li> <li>vi. <i>"obstructive practices"</i> which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;"</li> </ul>
<b>10.2. Mechanism Blacklisting and cross-debarring</b>	<p>10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client's contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client's contract; and</p>

	<p>10.2.3. Under <b>Rule 19 of PPR-2004</b>, "The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <table border="1" data-bbox="526 268 1373 840"> <thead> <tr> <th data-bbox="526 268 764 365">NATURE OF OFFENSE / FAULT</th> <th data-bbox="764 268 1373 365">MEANS OF VERIFICATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 365 764 438"><b>Corruption</b></td> <td data-bbox="764 365 1373 438">Actual instance verifiable as per law of land and applicable rules and regulations of NIBAF-P</td> </tr> <tr> <td data-bbox="526 438 764 535"><b>Deviation from commitment</b></td> <td data-bbox="764 438 1373 535">If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</td> </tr> <tr> <td data-bbox="526 535 764 632"><b>Fraud</b></td> <td data-bbox="764 535 1373 632">Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier</td> </tr> <tr> <td data-bbox="526 632 764 705"><b>Collusion</b></td> <td data-bbox="764 632 1373 705">Results of Bid/Proposal analysis resulting in substantive evidence of collusion</td> </tr> <tr> <td data-bbox="526 705 764 840"><b>Performance Deficiencies</b></td> <td data-bbox="764 705 1373 840">Documented evidence in form of performance deficiencies not suitably responded to or defended by Contractor/ Bidder/ Supplier/ Consultant</td> </tr> </tbody> </table> <p>However, such barring action shall be undertaken only after Service Provider, who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of Client will be final and conclusive.</p>	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	<b>Corruption</b>	Actual instance verifiable as per law of land and applicable rules and regulations of NIBAF-P	<b>Deviation from commitment</b>	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.	<b>Fraud</b>	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier	<b>Collusion</b>	Results of Bid/Proposal analysis resulting in substantive evidence of collusion	<b>Performance Deficiencies</b>	Documented evidence in form of performance deficiencies not suitably responded to or defended by Contractor/ Bidder/ Supplier/ Consultant
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<b>Performance Deficiencies</b>	Documented evidence in form of performance deficiencies not suitably responded to or defended by Contractor/ Bidder/ Supplier/ Consultant												
<p><b>10.3. Beneficial Ownership information</b></p>	<p><b>Beneficial Ownership information</b> For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <ol style="list-style-type: none"> <li>i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,</li> <li>ii. Reject the bid of the said company.</li> </ol>												

<b>11. Disclaimer / Additional Information</b>	
<p><b>11.1. Disclaimer / Additional Information</b></p>	<p>The Client, at any stage, may require the Service Provider to provide information concerning their professional, technical, financial, legal, managerial competence, clearance from AML/CFT or any other information that is not specifically required under the Contract. The Services Provider upon Clients' first written request without cavil or arguments shall immediately provide the requisite information.</p>
<b>12. Onboarding and Off boarding</b>	
<p><b>12.1. Onboarding and Off boarding</b></p>	<p>In case of completion or termination of Contract due to any reason, the Service Provider is under obligation to handover all equipment/ assets (owned by Client which has been handed over to the Service Provider under the Contract) in safe, sound and working condition to new service provider. The Service Provider shall prepare a complete checklist as instructed by the Client providing all details. A formal handing over and taking over shall be made between the out-going service provider and in-coming service provider with the witness of the Client.</p>
<b>13. Non-Disclosure Agreement</b>	
<p><b>13.1. Non-Disclosure Agreement</b></p>	<p>The service provider will sign the Non-Disclosure Agreement as per template provided with bidding documents.</p>

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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 General Conditions of Contract.

<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1.1(d)</b>	The Client is <i>NIBAF-Pakistan Office Karachi</i>
<b>1.1.1(k)</b>	The Service Provider is [ <i>insert name</i> ]
<b>1.1.1(e)</b>	The Title & Reference of the procurement is;  <i>OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE Reference No: NIBAF-P/PROC-KHI/006/2026</i>
<b>1.5</b>	The addresses are:  Client: National Institute of Banking and Finance Pakistan Karachi office MT Khan Road Karachi
<b>1.6</b>	The Authorized Representatives will be nominated in the Work order.
<b>3.12</b>	5% of the Contract Price stated in Letter of Acceptance / Award in the form of <b>Pay Order/Demand Draft/Deposit at Call.</b>
<b>6.5</b>	Payment shall be made in Pak Rupees.
<b>8.1.2</b>	Place of arbitration would be the place of contract signing.

**STANDARD FORMS**

(Note: Standard Forms provided in this document for securities are to be issued by NIBAF-P. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities.)

**SECTION VIII- Contract for OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE**

This Contract \_\_\_\_\_ at National Institute Of Banking And Finance Pakistan \_\_\_\_\_ is made at the \_\_\_\_\_ day of the month of \_\_\_\_\_ 202\_.

**BETWEEN**

**NIBAF-P** \_\_\_\_\_ established under 42 of the companies Act,2017, having its office located at --  
-----represented by the \_\_\_\_\_ (hereinafter referred as “Client”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of the First Part.

**AND**

M/s. \_\_\_\_\_ a partnership, firm, company having its office located at \_\_\_\_\_ represented by Mr. \_\_\_\_\_, an adult, resident of \_\_\_\_\_ (hereinafter referred as “Service Provider”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be) of The Second Part.

WHEREAS Client is desirous of \_\_\_\_\_ from an independent Service Provider for which purpose Client issued an Invitation to Bid (ITB) No. ED/ \_/ \_ calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

AND WHEREAS the Service Provider submitted its bid in response to the Client’s ITB and the bid of the Service Provider has been accepted by the Client, where after, Client has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to Client that they have the required professional skills, and personnel and technical expertise, have agreed to provide the Services on the terms and conditions set forth in this contract at an agreed contract price.

NOW THEREFORE the parties hereto agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this contract:

- General Conditions of Contract;
- Special Conditions of Contract;
- Instructions to bidders and bid data sheet
- Bidding Documents-Section V
- Bidding Documents-Section VI
- Beneficial Ownership (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)
- Integrity Pact (If applicable)
- Non-Disclosure Agreement (If applicable)

The mutual rights and obligations of Client and the Service Provider shall be as set forth in the Conditions of Contract and Invitation to Bid (ITB), in particular:

- a)** The Service Provider shall carry out the Services only through its regular / contracted employees, 'in accordance with the provisions of the Conditions of Contract and ITB; and

- b) Client shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of NIBAF-Pakistan Office \_\_\_\_\_

\_\_\_\_\_  
[Authorized Representative] (Name, Designation and signature)

Witness-1:

Signed by: \_\_\_\_\_

CNIC #: \_\_\_\_\_

Witness-2:

Signed by: \_\_\_\_\_

CNIC #: \_\_\_\_\_

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
[Authorized Representative] (Name, Designation, Signature, CNIC Number)

Witnesses-1:

Signed by: \_\_\_\_\_

CNIC # : \_\_\_\_\_

Witness-2:

Signed by: \_\_\_\_\_

CNIC #: \_\_\_\_\_

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

..... [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 (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 Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

[name of 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, representation or warranty.

[name of Supplier] 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 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 times 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.

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

**FORM OF PERFORMANCE GUARANTEE**  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to NIBAF-Pakistan)

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

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

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

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Service Provider we, the Guarantor above named, are held and firmly bound unto the SBP Banking Services Corporation (hereinafter referred as "NIBAF-P") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to NIBAF-P, 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 Service Provider has accepted NIBAF-P's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

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

PROVIDED ALSO THAT NIBAF-P shall be the sole and final judge for deciding whether the 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 NIBAF-P 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.

## Confidentiality and Non-Disclosure Agreement

Effective Date: \_\_\_\_\_

### Non-Disclosure Agreement

THIS AGREEMENT made on \_\_\_\_\_ between NIBAF-Pakistan, having its registered office -----  
----- hereinafter referred to as the **DISCLOSING PARTY**

-and-

The Head Facility Management Division a company having its registered office at..... ,  
hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

WHEREAS, the parties believe that they would mutually benefit by sharing certain **Confidential**(as defined herein) and believe it is in the interest of both the parties to ensure that all such confidential/proprietary information of the **DISCLOSING PARTY** will be safeguarded and carefully protected by the **RECEIVING PARTY**.

NOW THEREFORE, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

#### 1. Purpose of this Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect all confidential information and intellectual property to which Receiving Party shall have access to and/or developed for State Bank of Pakistan.

##### Confidentiality and Acknowledgement

"Confidential Information" means any information directly or indirectly concerning, or related to the:

- Information about the activities of the Disclosing Party.
- Information including but not limited to:
  - ◆ Policies
  - ◆ Procedures
  - ◆ Business Rules and Plans
  - ◆ Validation Checks, all project related information
  - ◆ Process followed etc.
- Any other information that recipient obtained from Disclosing Party deliberately or otherwise during the course of this exercise.

Whereas parties have agreed that the Disclosing Party has disclosed or may disclose certain confidential and proprietary information to the Receiving Party as per agreed scope of services. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.

The Receiving Party agrees to treat above types of information as secret and shall not at any time for any reason is permitted to disclosed to any person or otherwise use any unpublished information relating to the Disclosing Party.

Further, the Receiving party agrees:

- (i) To hold the DISCLOSING PARTY's Confidential Information in confidence and take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the RECEIVING PARTY employs with respect to its confidential materials).
- (ii) Not to divulge any such confidential INFORMATION or any information derived therefrom to any third person.
- (iii) Not to make any use whatsoever at any time of such confidential INFORMATION except to evaluate internally its relationship with the DISCLOSING PARTY
- (iv) Not to copy or reverse-engineer any such confidential INFORMATION,
- (v) To provide Disclosing Party, upon request, a list of all such persons who have been given access to Confidential Information.

#### 2. Term of agreement

This agreement shall commence as of the effective date of agreement and shall remain in full force and effect for 10 years from the effective date.

**3. Remedies**

The RECEIVING PARTY acknowledges that breach of this Agreement, Disclosing Party, in addition to terminating the contract \_\_\_\_\_(add title of contract) and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from the Recipient an amount equal to the damages that may be caused by the breach together with all costs and expenses, including attorney's fees incurred by State Bank of Pakistan in taking.

**4. Applicable laws**

This agreement shall be governed by and constructed in accordance with the laws of Pakistan.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

<p><b><u>NIBAF-Pakistan Facilitation Department,</u></b> <b><u>(Disclosing Party)</u></b></p>	<p><b><u>Agreed to and Accepted by</u></b> <b><u>(Receiving Party)</u></b></p>
<p>Signature of nominated officer and Date</p>	<p>Signature of authorized representative and Date</p>
<p>Name</p>	<p>Name</p>
<p><b><u>WITNESS:</u></b></p> <p>_____</p>	<p><b><u>WITNESS:</u></b></p> <p>_____</p>
<p>CNIC No. _____</p>	<p>CNIC No. _____</p>

**Discharge Certificate**

Date: \_\_\_\_\_

**ITB No:** NIBAF-P/PROC-KHI/006/2026  
**Title:** OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE

**Dear Sir,**

I/We, M/s-----, hereby certify that the total of the Final Statement / Bill represents full and final settlement of all monies due to the us arising out of or in respect of the Contract.

Upon payment of Final Statement/Bill, I/We, M/s-----hereby irrevocably and unconditionally waives all claims, direct, indirect or consequential arising out in connection with the Contract.

Seal & Signature of Service Provider: _____
Date: _____



**NATIONAL INSTITUTE OF BANKING AND FINANCE PAKISTAN**

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**OPERATION AND MAINTENANCE OF AIR CONDITIONERS AND ALLIED  
EQUIPMENT AT NIBAF PAKISTAN KARACHI OFFICE**

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**BIDDING AND CONTRACT DOCUMENTS**

**VOLUME-II**

**FINANCIAL BID**

**June 26**

**Section V- Form for Financial Bid**

**Form-I Financial Bid Submission Form  
(Financial Bid Submission Form)**

**To:**

Head Facility Management Division,  
NIBAF-Pakistan Karachi Office,

**Dear Sir:**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer requisite services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Bid and Schedule of Prices attached herewith and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the Tender Documents and other terms and conditions of the contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5%** of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **IB.20** of the Instructions to Bidders, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

If our Bid is accepted then until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the Most Advantageous or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
*[Seal & signature]*      *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Form II – Price Schedule  
The Financial Bid**

The bidders must quote the rates for various services mentioned in tender documents, nature of services/service execution area, scope of services and other requirement mentioned in the tender documents Vol-I;

Sr. No.	Description	Fee per Month inclusive of all taxes (Rs.)	Annual Amount (Rs.)
1	(Supervisory Services) Fee		
2	(Technical services) Fee		
3	(Technical Assistance services) Fee		
<b>Total Fee (Rs.)</b>			

**Rupees (in words):** \_\_\_\_\_

\_\_\_\_\_ **only**

**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. Participating bidders are required to ensure compliance with relevant laws, therefore, NIBAF-P may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid to ascertain the economic viability.
4. While assessing the economic viability, if NIBAF-P found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, NIBAF-P reserves the right to reject such bid/s