



NATIONAL INSTITUTE OF BANKING AND FINANCE ISLAMABAD

No: NIBAF/ENGG/154/24

Date: February 16, 2024

INVITATION TO BID

1. National Institute of Banking and Finance (NIBAF), Islamabad invites sealed bids from the Contractors, registered with Income Tax Department, who are on active taxpayers list of the Federal Board of Revenue for following relevant works;

Lot	Description of Work	Date & Time of Bid Submission	Date & Time of Technical bid opening	Bid Security to be Enclosed with Technical Bid
I	Supply & Installation of Fire Alarm System in Hostel Block at NIBAF Islamabad	12-March-2024 till 11:00 AM	12-Mar-2024 at 11:30 AM	Rs 150,000/-
II	Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF, Islamabad	12-March-2024 till 11:00 AM	12-Mar-2024 at 12:00 PM	Rs 50,000/-

2. The prospective bidders may download the advertisement and bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc. from website of NIBAF, SBP or PPRA i.e. www.nibaf.gov.pk, www.sbp.org.pk or www.ppra.org.pk free of cost or obtain the same from Engineering Unit, NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad (Phone No. 9269846, 9269850-53, Ext: 3521/3941) against payment of Rs. 1000/- (Rupees One thousand only) for each lot in the form of Pay Order/Demand Draft (Non-Refundable) in favor of NIBAF, Islamabad with written request/application on company letter head. **Each lot will be separately evaluated and awarded.** The prospective bidders shall submit the bids on the said bidding documents in accordance with tender requirements, duly signed by the authorized person.
3. The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid Security of fixed amount as mentioned in the Bidding Data and duly signed by the authorized person, must be dropped in tender box kept in the Office of the PA to Director Administration NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad on as per details mentioned in above table. The Technical Proposals will be opened on same date and venue as per above schedule. In case bid opening date is falling on a public holiday, the bid will be opened on next working day at the same time and venue.

Sd-

Director (Administration)

National Institute of Banking & Finance (NIBAF),
Pitras Bukhari Road, Sector H-8/1, Islamabad
Phone: +92-51-9269846, 9269850-53 (3941/3521)



TWO VOLUMES
Volume-I: Instructions to Bidders
& Conditions of Contract
Volume-II: Financial Bid

**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

VOLUME-I

(Technical Proposal)

Bidding documents

For

Supply & Installation of Fire Alarm System in Hostel Block at NIBAF Islamabad

BIDDING AND CONTRACT DOCUMENT

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BIDDING DATA
FORM OF BID
QUALIFICATION CRITERIA
CONDITIONS OF CONTRACT
STANDARD FORM
DRAWINGS
SPECIFICATIONS

February-2024



Invitation to Bids (IFB)

“As per published tender notice in Newspaper, PPRA & SBP websites”



For Contractor

For NIBAF

Sr. No.	DESCRIPTION
1.	Bidding Documents Section-1-Part-1- (Instructions to Bidders)
2.	Bidding Documents Section-1-Part-2 – (Bidding Data)
3.	Bidding Documents Section-1-Part-3 – (Form of Bid)
4.	Bidding Documents Section-1-Part-4- (Schedules to Bid)
5.	Bidding Documents Section-2-Part-1- (Conditions of Contract)
6.	Bidding Documents Section-2-Part-2- (Contract Data)
6.	Bidding Documents Section-3-Part-1- (Standard Forms)
7.	Specifications
8.	Drawings

*(Bidding Documents, Section-1, Part-1)***INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1. Scope of Bid & Source of Funds

1.1. Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the works summarized in the Bidding Data (hereinafter referred to as “the Works”). Bidders must quote for the complete scope of works. Any Bid covering partial scope of works will be declared non-responsive.

1.2. Source of Funds

The Employer has arranged funds from its own sources.

IB.2. Eligible Bidders

- 2.1. This Invitation for Bids is open to all persons, firms or companies dealing in the similar Works and not have been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer or any other organization. Firms owned wholly or partly by persons having business interests with any official of the Employer / Consultant responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process. .

2.2. Bidding Procedure

Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, **Rule-36(b) i.e Single stage – two envelope procedure**. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.

IB.3. Cost of Bidding

- 3.1. The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4. Contents of Bidding Documents

- 4.1. In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

4.2. Instructions to Bidders & Bidding Data

4.2.1. Form of Bid & Schedules to Bid.

Schedules to Bid comprise the following:

- | | | |
|------|-------------|------------------------------------------------------------|
| i. | Schedule A: | Schedule of Prices |
| ii. | Schedule B: | Post Qualification information and Bid Evaluation Criteria |
| iii. | Schedule C: | Specific Works Data |
| iv. | Schedule D: | Works to be performed by Sub-Contractors |
| v. | Schedule E: | Proposed Methodology/ Work Program of the Bidder |
| vi. | Schedule F: | Integrity Pact |

4.3. Conditions of Contract & Contract Data

4.4. Standard Forms:

- a. Form of Performance Security
- b. Form of Contract Agreement
- c. Form of Mobilization Advance
- d. Form of Indemnity Bond

4.5. Specifications (if any)

- 4.6. Drawings (if any)

IB.5. Clarification of Bidding Documents

- 5.1. A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address.
- 5.2. The Employer will respond to any request for clarification which it receives not later than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6. Amendment of Bidding Documents

- 6.1. At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7. Language of Bid

- 7.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English or Urdu language, provided that any printed literature furnished by the bidder may be written in another language so 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.

IB.8. Documents Comprising the Bid

- 8.1. The bid shall comprise the following documents:

8.1.1. Technical Proposal;

- a. Covering Letter on company letter head.
- b. Form of Bid duly filled & signed and stamped in accordance with IB.14.3.
- c. Schedules (B to E) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- d. Bidder's 'Company Profile' including list of tools, equipment and other facilities owned by the Bidder.
- e. Bidding Documents (in original) duly signed and stamped on each page/sheet (excluding Schedule-A (Schedule of Prices)).
- f. Power of Attorney in accordance with Sub-Clause IB 14.5.
- g. Documentary evidence in accordance with Clause IB.11
- h. Documentary evidence in accordance with Clause IB.12.
- i. Bid Security in line with IB-13

8.1.2. Financial Bid;

- a. Bidding Documents Schedule-A (Schedule of Prices), in original, duly signed and stamped on each page/sheet.

IB.9. Sufficiency of Bid

- 9.1. Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates

and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

- 9.2. The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.
- 9.3. The Bidders, at their own responsibility, risk & cost, are encouraged to visit and examine the site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works.

IB.10. Bid Prices, Currency of Bid and Payment

- 10.1. The bidder shall fill up the Schedule of Prices (Schedule-A to Bid) indicating the unit rates and prices of the Works to be executed under the Contract. Prices in the Schedule of Prices shall be entered in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2. Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3. The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11. Documents Establishing Bidder's Eligibility and Qualifications

- 11.1. Bidder must possess and provide evidence of its capability and the experience as stipulated in Schedule-B to bid (Post-Qualification information and Bid Evaluation Criteria).

IB.12. Documents Establishing Works Conformity to Bidding Documents

- 12.1. The documentary evidence of the Work's conformity to the Bidding documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2. The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13. Bid Security

- 13.1. Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call, Bank Draft or Pay Order issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.22.
- 13.5. The Bid Security may be forfeited:
 - a. If a bidder withdraws his bid during the period of bid validity; or
 - b. If a bidder does not accept the correction of his Bid Price, or
 - c. In the case of a successful bidder, if he fails to:
 - i. Furnish the required Performance Security in accordance with Clause IB.21, or
 - ii. Sign the Contract Agreement, in accordance with Sub-Clauses IB.22.
- 13.6. In any event as specified in IB: 13.5, the Employer at his sole discretion may award works to second, most advantageous bid.

IB.14. Validity of Bids, Format, Signing and Submission of Bid

- 14.1. Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2. All Schedules to Bid are to be properly completed and signed.
- 14.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be 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.
- 14.4. Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). 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. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6. In accordance with Clause IB-8, Technical Proposals & Financial Proposals shall be sealed in separate envelopes clearly marking the "Technical Proposal" & "Financial Proposal" and then both envelopes sealed in an outer envelope addressed to the Employer, with description of the contract and a warning regarding not to open before the specified date & time.

D. SUBMISSION OF BIDS

IB.15. Deadline for Submission, Modification & Withdrawal of Bids

- 15.
- 15.1. Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3. Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4. Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16. Bid Opening, Technical Qualification, Clarification and Evaluation

- 16.1. The Employer will open the Technical Proposals in the presence of bidders' representatives who may choose to attend, at the time, date and location stipulated in Bidding Data.
- 16.2. The Employer will conduct post-qualification of the bidders in line with the stipulations of Schedule-B to Bid (Technical Bid Evaluation Criteria) on the basis of documents provided by Bidder. Bids shall be evaluated according to the provisions of Schedule-B to Bid (Technical Bid Evaluation Criteria). Any bid not meeting the requirements of Schedule-B shall be rejected and declared as non-responsive. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 16.3. After finalization of Technical qualification results, the Employer will open publicly, the Financial Proposals of technically accepted bid(s), in the presence of bidders' representatives who may choose to attend, at the time, date



and location.

16.4. The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

16.5. To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.6. The Financial Bids of bidders found technically non-responsive/ not-qualified shall be returned unopened to the respective bidders. During tender evaluation no amendment in the bid is allowed.

16.7. Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be forfeited.

16.8. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect of any other bidders.

16.9. The Employer will evaluate and compare only the bids previously determined to be substantially responsive and Post-qualified pursuant to Sub-Clauses IB.16.4 to 16.9 as per requirements given hereunder. Bids will be evaluated for complete scope of services. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.11 herein below.

16.10. Evaluated Bid Price;

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- i. making any correction for arithmetic errors pursuant to Sub-Clause 16.7 hereof.
- ii. making an appropriate price adjustment for any other acceptable variation or deviation.
- iii. discount, if any, offered by the bidders.

16.11. After opening and scrutinizing the Financial Bids, the bids having item rates which are found imbalanced (abnormally high/low rates than market/ Engineer's estimate) will be rejected unless the bidder provides the justifiable rate analysis corresponding to the Engineer's Estimate. The payments against such running bills will be made as provided in clause 11 (b) of Conditions of Contract.

16.12. No alternate proposal(s) shall be entertained. Bidders offering more than one proposal(s) shall be disqualified and its bid shall be deemed to be non-responsive.

IB.17. **Process to be Confidential**

17.1. Subject to Sub-Clause IB.16.5 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by the Employer. The evaluation results shall be announced as under:

- a. Technical Evaluation Report would be hoisted for Seven days on SBP website and on Notice Board of the office
- b. Financial / Final Evaluation Report would be hoisted for fifteen days on PPRA and SBP websites and on Notice Board the office

17.2. Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid and will be blacklisted as per provisions of Public Procurement Rules, 2004. Whereas, Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances to Grievance redressal committee (GRC) as provided in Bid

Data Sheet within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1. The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already technically qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.19. Award Criteria & Employer's Right

- 19.1. Subject to IB.19.2, the Employer will award the Contract to the bidder whose bid has been found most advantageous bid i-e the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.
- 19.2. Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20. Notification of Award

- 20.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

IB.21. Performance Security

- 21.1. The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) calendar days after the receipt of Letter of Acceptance.
- 21.2. Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.21.1 and / or IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22. Signing of Contract Agreement

- 22.1. The Contractor will prepare Contract Agreement in the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. All cost in this regard including stamp duty shall be borne by the Contractor
- 22.2. The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement.

IB.23. Integrity Pact

- 23.1. The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.24. Rates inclusive of all taxes

- 24.1. The quoted rates should be inclusive of all applicable taxes, duties, liabilities, overheads, transportation charges etc. The exemption in Taxes will only be allowed against the Exemption Certificate issued by the relevant Tax Department. The bidders should be registered with all applicable tax departments.



IB.25. Code of Conduct

- 25.1. It is the Employer's policy that Contractors to observe the highest standards of ethics during the procurement and execution of contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:

"blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

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

- i. "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - ii. "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
 - iii. "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - 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;
- 25.2. Under PPR-2004, the Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly.

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant

However such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of SBP BSC/NIBAF will be final and conclusive.

- 25.3. The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 25.4. Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 25.5. Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank.

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

25.6. Without limitation on the generality of the foregoing, Contractors 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:

- a) A Contractor that has been engaged by the Employer 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, Contractor hired to provide 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.
- b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
- c) A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) 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 of the Employer.
- d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor 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 Employer by the Contractor as part of bid.

IB.26. Overriding Effect:

26.1. The provision of Public Procurement Rules-2004 shall have prevailing effect.

IB.27. One Bid per Bidder

27.1. Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified

IB.28. Beneficial Ownership information

28.1. For 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:

- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



BID DATA SHEET (BDS)

The following specific data for goods and services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section III. Whenever there is a conflict between BDS and ITB, the provisions of BDS shall prevail over those in ITB.

BDS 1.	The Employer	ITB 1.1
	National Institute of Banking and Finance, Islamabad	
BDS 2.	Works	ITB 1.1
	Supply & Installation of Fire Alarm System in Hostel Block at NIBAF Islamabad	
BDS 3.	Method of Procurement	ITB 2.2
	Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, Rule-36(b) i.e Single stage – two envelope procedure. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.	
BDS 4.	Employer Address	ITB 5.1
	National Institute of Banking & Finance (NIBAF), Patras Bukhari Road, Sector H-8/1, Islamabad	
BDS 5.	Currency of Bid	ITB 10.3
	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.	
BDS 6.	Bid Security	ITB 13.1
	Each bidder shall furnish, as part of his bid a Bid Security of minimum Rs 150,000/- in the shape of Pay Order / Demand Draft /Deposit at call in favor of <u>National Institute of Banking and Finance (NIBAF)</u> valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid.	
BDS 7.	Bid Validity	ITB 14.1
	Bid Validity period is 180 days from the date fixed for opening of the Bids	
BDS 8.	No. of Copies	ITB 14.4
	Only original Bid is to be submitted	
BDS 9.	Address for Bid Submission	ITB 14.6 & 15.1
	As mentioned in Invitation to Bid	
BDS 10.	Deadline for Bid Submission	ITB 15.3
	As mentioned in Invitation to Bid	
BDS 11.	Address of Grievances Committee	ITB 17.2

Chairman Grievances Committee,
National Institute of Banking & Finance (NIBAF),
Patras Bukhari Road, Sector H-8/1, Islamabad.
Phone: +92-51-9269846, 9269850-53 (3941/3521)

BDS 12.

Performance Security

ITB 21.1

10% of the Contract Price stated in Letter of Acceptance / Award in the form of **Pay Order, Demand Draft, Deposit at Call or Bank Guarantee** from any Schedule Bank

If the cost of work is less than Rs. 4 Million, The Bid Security of the successful bidder shall be retained as Performance Security.

The Performance Security would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period.



FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

Supply & Installation of Fire Alarm System in Hostel Block at NIBAF Islamabad

To: Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute the subject works 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 specified in bidding documents **IB.13 "Bid Security"**
4. We undertake, if we qualify and our Bid is accepted, to commence the whole Works comprised in the Contract within stipulated time for completion as mentioned in the bidding documents.
5. We agree to abide by this Bid for the 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 Agreement 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 provide the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the most advantageous bid 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 Works.

Dated this _____ day of _____, 2024

Signature _____ in the capacity of _____ duly authorized to sign bid for and on behalf of the _____ (name of Bidder)

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



SCHEDULES TO BID INCLUDE THE FOLLOWING

1. Schedule A to Bid: Schedule of Prices
2. Schedule B to Bid: Qualification Information and Bid Evaluation Criteria
3. Schedule C to Bid: Specific Works Data
4. Schedule D to Bid: Works to be Performed by Subcontractors
5. Schedule E to Bid: Proposed Methodology/ Work Program of the Bidder
6. Schedule F: to Bid Integrity Pact

SCHEDULE-A TO BID

**SCHEDULE OF PRICES
(Financial Bid)**

----- REFER TO VOLUME-II OF THE BIDDING DOCUMENTS -----

For Contractor


For NIBAF

TECHNICAL BID EVALUATION CRITERIA**1. Qualification Criteria****1.1. General**

Qualification will be based on all the criteria given in succeeding para. Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Joint Venture or consortium is not allowed. The Employer reserves the right to seek further information and / or verify the information furnished by the applicants. In this regard, Employer reserve the right to have site visit to verify the previous installation /work experience etc. The Employer may reject any application for any misrepresentation knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

1.2. Parameters of Bid Evaluation & Qualification

SNO.	Description	Annexure / Page No. of attached Document
1.	Bid is un-conditional, conditional bids shall be rejected.	
2.	Duly filled and signed Form of Bid.	
3.	Bid Security as required in clause IB-13	
4.	Bidder must be registered with FBR in Income Tax and General Sales Tax and must active taxpayer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List.	
5.	Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV (https://nacta.gov.pk/proscribed-persons-2/) and list of organizations / Splinter Outfits https://nacta.gov.pk/proscribed-organizations/ notified by National Counter Terrorism Authority NACTA Pakistan	
6.	For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form.	
7.	i. Name of Company ii. Company Legal Status: (Tick Anyone and provide relevant documents) 1. In case of Individual / Sole Proprietor a) Copy of CNIC b) Affidavit that firm is individual / Sole proprietor 2. In case of Associated of Persons (AOP) a) Partnership Deed b) No. of Partners along with CNIC 3. In case of (Pvt.) limited a) Copy of Article of Association / Memorandum b) Form 29, Form A and Nos of Directors along with copy of CNIC iii. Contact details, a) Telephone, Mobile No. , Fax numbers(if any), email address (if any) b) Postal Address	
8.	Affidavit on non-judicial stamp paper of not being blacklisted , declared in-eligible or debarred by any organization / department for corrupt or fraudulent practices, or no failure to perform with SBP BSC/NIBAF in past.	
9.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.	
10.	Valid registration with Pakistan Engineering Council at least in Category C-6 or above with specialization category ME02 (Fire Prevention and Protection System).	
11.	Minimum two (2) works of supply and Installation of fire alarm system of cost Rs. 3 Million or more each, executed during last 5 (five) years (Work order/ completion certificates to be attached).	
12.	Minimum available Liquid assets of Rs. 1 Million (Bank statement of three months produced between date of publication of tender notice and bid submission date be submitted as evidence showing required balance at any one instant in the statement of last three months)	



13.	Acceptance of the Proposed Work Program as given in Schedule-E to Bid or submission of Work Program proposed by the bidder with overall project duration as mentioned in the contract data.	
14.	<u>Technical Compliance with Annexure – A</u> The offered equipment must technically comply with the minimum technical specification listed in Annexure – A of the Bid. The Bidder shall submit technical brochures and component satisfying that the offered equipment complies with the standard listed in Annexure-A.	

ANNEXURE A – MINIMUM TECHNICAL REQUIREMENTS

Technical Compliance Standards

S.No	Item Description	Requirement	Compliance by the Bidder
1	3-loop analogue addressable fire alarm control panel	with 4 Notification Appliance Circuits (expandable upto 4 loops), with additional power supplies for sounders as required etc Temperature: 0 to 49°C (32 to 120°F) Relative humidity: 0 to 93% noncondensing, having UL standard Approval or FM Approval.	
2	Analogue addressable point type photoelectric-type smoke detector	Operating environment 32 to 100°F (0 to 38°C), 0 to 93% RH, noncondensing, having UL standard Approval or FM Approval	
3	Analogue addressable manual pull station	Operating environment 32 to 100°F (0 to 38°C), 0 to 93% RH, noncondensing, having UL standard Approval or FM Approval	
4	Class A wiring of fire alarm system Initiating components	manual call point station, smoke/heat/multi-criteria detector, flame detector, relay modules etc.	
5	Class B wiring of fire alarm system notification components	from fire alarm control panel FACP with shielded fire resistant 120 minutes (PH120) cable	



SCHEDULE-C TO BID

SPECIFIC WORKS DATA

1. **Location of Site:**

National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad

2. **Major Items of Contract:**

- a) Supply and Installation of Analogue Addressable Fire Alarm Control Panel, 4 Loop, as per applicable standards, complete in all respect as directed by Engineer In charge.
- b) Supply and Installation of Addressable Smoke & Heat Detector including relevant civil work.
- c) Supply and Installation of Conventional Manual Call Points
- d) Supply and Installation of Addressable Sounders and LED Indicators
- e) Supply and Installation of fire rated circuit wiring and interconnection with above equipment including relevant civil work
- f) Civil work including cutting, chipping, plaster, paint and finishing back as per original for laying concealed conduits below false ceiling level wherever required or installation of riser duct of GI from floor to floor as per site requirement.

The work includes all accessories such as cables, mounts, and adopters etc. for installation of above mentioned equipment and its operation complete in all respect as per applicable guidelines.

WORKS TO BE PERFORMED BY SUBCONTRACTORS

..... Sub-Contracting Not Allowed



SCHEDULE - E TO BID**Proposed Methodology/ Work Program**

Bidder shall provide a program in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following;

For Example a template of such chart is annexed below;

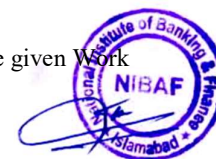
Sr. No.	Description of Activity	Total Days	Start Date	Finish Date	0-89	90-119	120-149	150-179	180-209	210-240
1	Supply of Addressable FACP, Detectors, Call Points, Sounders, wiring material complete as per BOQ	90			■					
2	Installation of wiring, conduits, hangers, saddles etc.	60				■	■			
3	Installation of FACP, detectors, call points to make system operational in all respect.	30					■			
4	Repair/ Finishing back as per original, of paint, plaster, ceiling work related to above etc.	30						■		
5	Supply and Installation of new dedicated 6 "Header for fire hydrant pump.	30				■				
6	Punch List works & Handing/Taking Over	30								■

The above Key Performance Indicators should be taken into consideration by the bidder in order to execute the works.

Signatures:

Stamp:

If the above KPI is not acceptable to any bidder, the bidder will prepare its own Work Program along with detailed justification for its change. Bids without above given Work Program or bidder's own proposed Work Program without justification shall not be considered responsive.



SCHEDULE - F TO BID**(INTEGRITY PACT)**

(On non-judicial stamp paper worth Rupees 100)

**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 Bidder)_____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from State Bank of Pakistan - BSC(SBP BSC/NIBAF) or State Bank of Pakistan and its Subsidiaries through any corrupt business practice.

Without limiting the generality of the foregoing, _____(name of Bidder)_____ 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 SBP BSC/NIBAF except that which has been expressly declared pursuant hereto.

_____(name of Bidder)_____ 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 SBP BSC/NIBAF and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____(name of Bidder)_____ accepts full responsibilities 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 SBP BSC/NIBAF under any law, contract or other instrument, be voidable at the option of the SBP BSC/NIBAF.

Notwithstanding any right and remedies exercised by SBP BSC/NIBAF in this regard, _____(name of bidder)_____ agrees to indemnify SBP BSC/NIBAF for any loss or damage incurred by it an account of its corrupt business practices and further pay compensation to SBP BSC/NIBAF in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____(Name of Bidder)_____ 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 SBP BSC/NIBAF

Name of Buyer: _____(SBP BSC/NIBAF)_____

Signature: _____

(Seal)

Name of Supplier/Bidder: _____

Signature: _____

(Seal)



*Bidding Documents, Section-2, Part-1)***CONDITIONS OF CONTRACT****TABLE OF CONTENTS**

<i>Clause No.</i>	<i>Description</i>
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2.	The Employer
3.	Engineer's/Employer's Representatives
4.	The Contractor
5.	Employer's Right
6.	Employer's Risks
7.	Time for Completion
8.	Taking Over
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10.	Variations And Claims
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19.	Specifications and Epilogues
20.	Indemnification
21.	Confidentiality
22.	Independent Contractor
23.	Materials obtained / discovered during excavation
24.	Site clearance
25.	Health Safety, Environment and Security
26.	Utilities
27.	Attendance of Meetings
28.	First Aid facilities
29.	Utility Lines
30.	Others



CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as attached herewith, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Letter of Acceptance and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date within fourteen (14) days after the date the Contract comes into effect or any other date named in the Letter of Award.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.



- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the Engineer in-charge to be nominated in Letter of Acceptance.
- 1.1.21 Letter of Acceptance means the formal acceptance of the Bid by the Employer
- 1.1.22 Contract Price means the sum stated in the Letter of Acceptance as payable to the Contractor for execution and completion of the Works.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English/ Urdu language. A notice shall be effective only when it is delivered to the concerned party.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if required under law/ rules and requested by the Contractor, shall cooperate with the Contractor in applying and obtaining permits, licences or approvals etc. in context of the Contract.

2.3 Engineer’s/Employer’s Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals



No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

The Employer shall appoint a duly authorized person (The Engineer In-charge), to act for him and on his behalf for the purpose of this Contract. This authorised person shall be fully authorised with respect to the Works except the authority to approve the variations, issuance of suspension and termination notices and sanctioning of the payments to be made to the Contractor under the Contract.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a qualified representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having at least AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

4.5 Contractor's Equipment

The Contractor shall have to bring at site of works and maintain the minimum construction equipment required for execution of works at site. Proper record of all such equipment shall be maintained by the Contractor and made available to the Employer as and when asked to do so. Prior approval of the Employer will be required for demobilization/shifting of any tool and plant from the site of works under this Contract

4.6 Employer's Approvals

Contractor shall get approval of all the materials, fixtures and method statements well before the time from the Employer. The absence of supervisory staff or approvals or consent or comments from the Employer shall not affect the Contractor's obligations under the Contract.

4.7 Observance of Law

Contractor shall strictly follow the applicable labour laws, industrial relations acts, standing orders, ordinances, social security acts, employees' old age benefits acts; workmen's compensation acts etc. in their letter and spirit and indemnify the Employer against any claim, compensation or penalty in this regard. This is an independent contract and no employment relation exists between the contractor and the Employer.



5. Employer's Rights

Without prejudice to any other rights under the Contract and / or applicable law, Employer shall have following rights:

- i. The Employer reserves the right to change the scope of works during the executions of the Works; quantities of certain item(s) can be increased, decreased or absolutely deleted or substituted with some alternative item for which new rates shall be decided as per Clause-10.2.
- ii. The Employer reserves the right to reject a part or whole of the Works and hold any amount claimed by the Contractor against the items or Works for which, the prior approval of the samples was required by the Employer but was not obtained by the Contractor.
- iii. The Employer reserves the right to recover any amount from the payable amounts to the Contractor against any losses or damages incurred to the property, data, or persons of the Employer due to the Contractor or his workers negligence.
- iv. The Employer reserves the right to expel out any employee of the Contractor if found involved in a crime or illegal or unethical activities within or outside the Site.

The Contractor agrees that he shall have no right to claim any direct and / or indirect losses resultant of the above acts by the Employer.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date as specified in the work order issued by the Employer and shall proceed expeditiously and without delay and shall complete the works within the time stipulated Contract Data observing all the time lines/target dates provided in the approved Work Program.

7.2 Work Program

The Contractor will have to prepare work program on the basis of Key Performance Indicators (KPIs) given in the Schedule-E to Bid or will submit work program its own assumption along with detailed justifications. Once the proposed Work Program has been approved by the Employer, it will have to be followed in letter & spirit.



Failure to perform according to the approved Work Program shall be considered as the Contractor's default and Employer reserves the right to invoke all or any remedy available in clause 12.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Employer's Risks, or Early Warnings, or adverse ground conditions, force majeure not leading to Contract termination, or any instruction of the Employer to slow down the progress of works or change in the scope of Works by the Employer requiring additional time for completion of the Works as per the revised scope of Works, may request the Employer to extend the Completion Time reasonably. The Contractor must have to provide complete record of the circumstances on account of which extension of time is being applied along with an up-dated program/schedule in bar chart form for completion of the balance works. The Employer may evaluate the request lodged by the Contractor and extend the Completion Time. The decision of the Director/Head Engineering will be final & binding upon the Contractor.

It is being understood and agreed by the Contractor that the sole remedy for delay shall be extension in the time for performance of the Contractor's work, which extension shall not be subject to any valuation.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Employer without prejudice to any other rights under the Contract and / or applicable law shall deduct liquidated damages at rate as mentioned in the Contract Data.

8. TAKING-OVER

8.1 Completion

The Contractor shall notify to the Employer along with As-built Drawings and Inventory List to issue the Provisional Completion Certificate and take over the Works when he considers that the Works are completed.

8.2 Taking-Over Notice

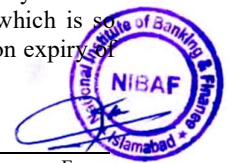
Within 15 days after receipt of notice, the Employer shall issue a Provisional Completion Certificate to the Contractor and take over the Works if the Works are substantially complete as per the Contract and to the entire satisfaction of the Employer.

If the Works are not completed to the entire satisfaction of the Employer, the Employer will issue a detailed account of the balance or defective works to the Contractor within fifteen (15) days after receipt of notice from the Contractor to take over the whole or a part of the Works. In case of minor defects/ outstanding Works, the Employer at its sole discretion, may take over the Works and issue the Provisional Completion Certificate after obtaining a written undertaking from the Contractor to rectify the punch list items/ outstanding Works during the Defects Liability period.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Provisional Completion Certificate carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry



the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Final Completion Certificate

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

9.2 Uncovering and Testing

The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured, and correct dimensions thereof be taken before same is covered or placed beyond the reach of measurement.

The Engineer-in-Charge shall check the Contractor's Work and notify the Contractor of any Defects if found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a defect and to uncover/ or testing any work that the he considers may have a Defect

9.3 Failure to remedying Defects

Failure to remedy any defect(s) or complete the outstanding Works except the defects not attributable to the Contractor, to the entire satisfaction of the Employer within a notified time shall entitle the Employer to extend the defect liability period and / or carry out all necessary works at the Contractor's risk to cost in accordance with clause 12.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) rates notified by the Government Departments/agencies, or
- d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or

Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For valuation of variations and approval of rates for non-BOQ/extra items, the decision of the Director Engineering will be final & binding upon the parties.

10.3 Early Warning

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise for Extension in time.



To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, the Contractor's entitlement to extension of the Time for Completion may be reduced/rejected.

10.4 Variation Procedure

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations within twenty eight (28) days of the instruction. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The Employer shall verify these bills and payments shall be released to the Contractor within **thirty (30)** days after joint verification of the bill by the Employer & the Contractor and after deduction of retention money, applicable taxes or any such other sum determined by the Employer.

(b) Imbalanced Bid

In case of imbalanced bid (abnormally high/low rates than market/ Employer's Engineer's estimate) duly justified by the contractor, the payments against such running bills will be made by the employer up to 80% of the running bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.

11.2 Submission of Statements of Work Done/ Interim Bills

The Contractor shall submit the bills only after the payment against last or previously submitted bills has been made by the Employer.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data and all applicable taxes and duties.

11.4 Retention Money

Retention money shall be paid by the Employer to the Contractor after the expiry of defect liability period, the remedying of notified defects and the completion of outstanding work, all as referred to in Sub-Clause 9.1.

If the Contractor fails to complete the Works and rectification of any defects as per the entire satisfaction of the Employer under Clause-09, this Retention Money and Performance Security will be withheld by the Employer and it shall be released after adjustment of any claims against the Contractor or cost of any defects corrected through other sources or Contractors at the risk to cost of the Contractor.

11.5 Final Payment

Upon issuance of Final Completion Certificate, the payments pertaining to the Works completed during Defects Liability Period and / or money as Retention Money shall be released as per sub-Clause-11.4 and the accounts for the contract shall be closed. The Employer shall release payments within sixty (60) days.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.



11.7 Mobilization Advance

If requested by the Contractor, an interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan subject to approval of Director/Head Engineering Payments shall be made as per the following criteria;

- a) First part of the Mobilization Advance within twenty (20) days after verification of the approved/ legible Bank Guarantee from the issuing bank.
- b) Second part of the mobilization advance on arrival of required tools & plants and commencement of Works at site to the entire satisfaction of the Employer.

Mobilization Advance paid to the Contractor shall be recovered from the interim bills of the Contractor @ 15% of total amount of work done at site for the bill being processed till the time that whole of the amount of Mobilization Advance has been recovered.

11.8 Secured Advance

The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that:

- (a) The materials are in accordance with the Specifications for the permanent works;
- (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer in charge but at the risk to cost of the Contractor;
- (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge;
- (d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
- (e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer.
- (f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity & verification of the quality of materials at site by the Employer may be paid

The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1st bill of the Contractor submitted after release of the Secured Advance.

11.9 Changes in Taxes and Duties

If, after the date of submission of Bids, there occur changes in the taxes and duties which cause additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall be added to or deducted from the Contract Price accordingly. Decision of the Director/Head Engineering will be final & conclusive in this regard.

11.10 Price Adjustment

The amounts payable to the Contractor in respect of work done/work executed shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost



To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots\dots\dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 11.10 (a), and with Paragraphs 11.10 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

A is a constant, specified in Appendix-A to Bid, representing the nonadjustable portion in contractual payments;

b, c, d , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d , etc., shall be one;

L_n, M_n, E_n , etc., are the current cost indices or reference prices of the cost elements for month “n”, determined pursuant to Sub-Clause 11.10 (d), applicable to each cost element; and

L_o, M_o, E_o , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 11.10(d).

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-A to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-A to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 7, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 7.3, the above provision shall apply only to adjustments made after the expiry of such extension of time.



12. DEFAULT

12.1 Default, Termination of the Contract and Compensation to the Employer

(a) **Default by the Contractor:**

If the Contractor abandons the Works, delays abnormally, or misses the target dates mentioned in the approved Work Program or refuses or fails to comply with a valid instruction of the Employer, or if Contractor materially or consistently breaches the Contract, the Employer may give a notice under this sub-clause stating the default. If the Contractor has not taken practicable steps to remedy the default or cover up the backlog within fifteen (15) days after receipt of the Employer's notice, the Employer may by serving a second notice within twenty five (25) days, terminate the Contract asking the Contractor to demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at risk & cost of the Contractor or the Employer may deploy extra resources to cover up the backlog at the risk & cost of the Contractor. The decision of the Director/Head Engineering will be final and conclusive in this regard.

(b) **Default by the Employer:**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give a notice under this sub-clause stating the default. If default is not remedied within fifteen (15) days by the Employer after receipt of the notice, the Contractor may suspend execution of all parts of the Works. If the default is not remedied within thirty (30) days after receipt of first notice, the Contractor may serve a second notice within thirty (30) days and terminate the Contract and demobilize from the Site.

(c) **Employer's sole discretion:**

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect within 15 days after the Contractor receives the notice.

(d) **Insolvency:**

If either party is declared (or is likely to be declared) insolvent under any applicable law, the other party may terminate the Contract by serving a notice immediately. The Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works in case of Contractor's insolvency.

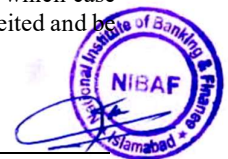
(e) **Criminal/ Offensive act by the Contractor or his employees:**

If the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan, the Employer may terminate the Contract by serving a notice to the Contractor and the Contractor shall demobilize from the Site leaving behind the Equipment required for completion of the outstanding Works at the risk & cost of the Contractor.

(f) **Actions in case of failure of the Contractor:**

If the Contractor fails to complete the Works even when the amount of Liquidated Damages has reached to the maximum fixed limit or the Contractor abandons or suspends the Works, or commits breach of the terms & conditions of the Contract, the Contractor or any of his employees commits a serious crime within the premises of the Employer which can result in police action under Penal Code Act of Pakistan or in any case in which the contractor shall have rendered himself liable to pay compensation/liquidated damages, the Director/Head Engineering whose decision shall be final & conclusive, without prejudice to any other right or remedies, shall have power to adopt all or any of the following courses as he may deem best suited to the interest of the Employer;

- i. To rescind the Contract (of which the rescission notice in writing to the Contractor under the hand of Director/Head Engineering shall be conclusive evidence) and in which case the retention money and Performance Security of the Contractor shall be forfeited and be absolutely at the disposal of the Bank;



- ii. To employ labour paid by the Employer and to supply materials to carry out the Works or any part of the Works, debiting the Contractor with the cost of all labour and the price of the materials (of the amount of which cost and price a certificate of the Director/Head Engineering shall be final & conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this Contract; the certificate of the Director/Head Engineering as to the value of the work done shall be final and conclusive against the Contractor;
- iii. To measure up the works of the Contractor and to take such part thereof as shall be as shall be un-executed out of his hands and give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole had been executed by him (of the amount of which excess the certificate in writing of the Director/Head Engineering shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Bank under the Contract or otherwise, or from his retention money or the proceeds of sale thereof or sufficient part thereof;
- iv. If any of the above courses being adopted by the Director/Head Engineering, the Contractor shall have no claim to compensation for any loss sustained by him by reasons or his having purchased or procured any materials, or entered in to any engagements or made any advances on account of, or with a view to the execution of the works or the performance of the Contract. And in case the Contract shall be rescinded under the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any works theretofore actually performed under this Contract unless and until the Director/Head Engineering will have certified in writing the performance of such works and the value payable in respect thereof and he shall be only be entitled to be paid the value so certified.
- v. In case of Contractor's failure to perform in line with the agreed terms & conditions laid down in the contract, the Employer may blacklist the Contractor for future opportunities at the Employer as per clause 18.2 and decision of the Director/Head Engineering will be final & conclusive. As per Public Procurement Rule-19, the Contractor will be accorded adequate opportunity of being heard.

(g) Payments upon Termination

In case of termination by the Employer, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed only after adjustment of any sums to which the Contractor is entitled and any sums to which the Employer is entitled including recovery of all recoverable advance payments,. No payment shall be made against the leftover materials, machinery, plants etc. brought by the Contractor and against his demobilization. If the total amount already released by the Employer exceeds any payment due to the Contractor, the difference shall be a recovered from the balance payable amounts or the Retention Money along with the performance Security.

13. Warranty

- 13.1 The Contractor warrants that the goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 13.2 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

14. RISKS AND RESPONSIBILITIES



14.1 Contractor's Care of the Works

From the Commencement Date until the completion of Works and issuance of Completion Certificate or Termination by the Employer, the risks of loss or damage to Works, personal injury, death, and loss of or damage to property of the Employer due to the negligence of the Contractor, his employees, associates, sub-contractor, assigns etc. all such risks are Contractor's risks. The Contractor shall have to make good all damages/losses to the Employer after receiving written notice from the Employer.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

14.2 Force Majeure

If the Contract is frustrated by a force majeure, like the outbreak of war, civil commotion, and insurrection or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated and is being terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop work as quickly as possible after receiving contract frustration certificate from the Employer and shall be paid for all work carried out or services rendered before the frustration/ termination of the Contract and for any work carried out afterwards to which a commitment was made including the cost of materials and plants reasonably delivered to the Site, after adjustment of any sums to which the Contractor is entitled as per the Contract, and cost of his demobilization after recovery of all recoverable advance payments made by the Employer or the sums to which the Employer is entitled. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions if mutually agreed.

15. INSURANCE

- 15.1 The Contractor shall on joint name of employer and Contractor procure a contractor's all risks of physical loss or damage insurance policy, covering all risk to Works, third party, and all risks of physical loss to labour or damage caused to the Contractor's plants, equipment, materials and any other asset(s) belonging to the Contractor.

Insurance Policy shall cover the damages to the structure, stores if supplied by the Employer caused by fire, including lightening, riots, strikes, storm, cyclones, flood, earthquake, theft, etc.

15.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

16. RESOLUTION OF DISPUTES

- 16.1 If any dispute arises between the parties (Contractor & the Employer), the matter shall be referred to the Director/Head Engineering who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- 16.2 In case the Contractor believes that the decision of the Director/Head Engineering was not in line with the Contract or it is prejudiced, and he does not accept the same, he may give a notice of dissatisfaction under this sub-clause within 15 days of the decision of the Director/Head Engineering. If no notice is given within this time, the decision of Director/Head Engineering shall be final and binding upon the Parties.
- 16.3 In case a dissatisfaction notice is given by the Contractor, the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 15 days after the notice of dissatisfaction.



Failing to agree upon Adjudicator name within the specified time will result in finality of the Director/Head Engineering's decision which will become binding upon the parties.

- 16.4 If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Arbitration Proceedings shall be held at the place mentioned in the Contract Data.

17 INTEGRITY PACT

If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor.

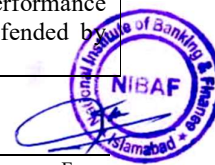
18. CODE OF CONDUCT

- 18.1 It is the Employer's policy to Contractors observes the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer follows, inter alia, the instructions contained in PPR-2004 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or Firm/Company in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Consultant/ Service Providers (prior to or after Proposal submission) designed to establish bid Prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;"

- 18.2 Under Rule-19 of PPR-2004, "The Employer can inter alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA. Such matters would be referred to the Blacklisting Committee that is empowered to take action accordingly:

NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP
Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
Fraud	Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant



However such barring action shall be undertaken only after Contractor who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of Blacklisting Committee of SBP BSC/NIBAF will be final and conclusive.

- 18.3** The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the Contractor unless such receipt is signed by a duly authorized officer of the Employer and Contractor shall be solely responsible for seeing that a proper receipt is provided.
- 18.4** Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult conditions, introduced by Employer which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related. However in certain conditions Employer may describe exceptions or preferences consistent with Rule-4 of PPR-2004.
- 18.5** Employer's policy requires that selected Contractor shall provide professional, objective, and impartial advice and services and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, 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
- 18.6** Without limitation on the generality of the foregoing, Contractors 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:
- a) A Contractor that has been engaged by the Employer 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, Contractor hired to provide 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.
 - b) A Contractor (including its Personnel and Sub-Contractor(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractor to be executed for the same or for another client.
 - c) A Contractor (including its Personnel and Sub-Contractor(s) that has a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the specifications of the goods, (ii) the selection process for such assignment, or (iii) 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 of the Employer.
 - d) Bidders shall not recruit or hire any agency or current employees of the Bank. Recruiting former employees of the Employer or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the Contractor 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 Employer by the Contractor as part of bid.

19. OVERRIDING EFFECT OF PPR-2004

Whenever in conflict with these documents the stipulations of PPR-2004 (Public Procurement Rules-2004) shall prevail.

20. SPECIFICATION EPILOGUES



- a. The Work(s) contemplated under the Contract, shall be constructed, completed and guaranteed, strictly conforming to and in accordance with the stipulated specifications for execution of such works, providing of materials/services and etc. as provided in the Contract Documents and or as directed by the Employer.
- b. In the event of missing / non-availability of particular specification (s) applicable to or to govern the execution of such item(s) of works/ contract hereof, having no effect or bearing upon the rate/price or valuation of the contract, all material, fabrication, execution and testing thereof shall conform to the applicable standards, codes/specifications contained in the following list to equivalent applicable standard and specifications established and/or as approved in the country of manufacture or supply:

ASTM	American Society of Testing Materials
AASHTO	American Association of State Highway and Transportation Officials
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Society
BSS	British Standard Specifications & Materials)
PSI	Pakistan Standards Institute

- c. All quality control and related tests (if required) shall be carried out in accordance with applicable standards and codes. The cost in this regard shall be borne by the Contractor.

21. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications, plans, or other contract documents as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best generally accepted practice is to be used. All interpretations of the specifications will be made by the Engineer on this basis.

22. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work which, as determined by the Engineer or Engineer In-charge, does not conform to the requirements of the Contract and results in an inferior or unsatisfactory product, will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed or replaced at the Contractor's expense.

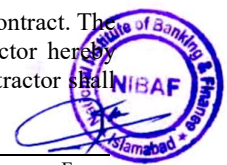
No work shall be done without lines and grades having been approved by the Engineer. Work done contrary to the instructions of the Engineer, Work done beyond the lines shown on the plans, or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer, made under the provisions of this article, the Engineer will have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs from any moneys due or to become due the Contractor

23. The Contractor shall be liable & indemnify the Employer

Contractor shall be exclusively liable for and shall indemnify and hold harmless the Employer, its agents and employees from:

- a. Making good all losses arising out of the Contractor's negligence or breach of the Contract. The Employer shall determine the amounts of such losses/ damages and the Contractor hereby expressly waives his all or any right to change or challenge the same. The Contractor shall



have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of the Employer after receiving written notice from the Employer.

- b. All losses arising from the automatic transfer of employment of Contractor's and its sub-contractor's employees to premises or any third party on the expiry or termination of the Contract including, in relation to the employees:
 - i. All liabilities in respect of their employment before or after the expiry or termination of the Contract and
 - ii. The costs of terminating their employment and any claims arising there from.
- c. Any tax, government duties, insurance contributions (employee and employer) and or social security contributions in respect of Contractor (in the case of an individual) or any employee or sub-contractor of Contractor together in each case with any interest, fines or penalties thereon.
- d. Save for the willful or deliberate breach of its obligations under the Contract or, as set out above, neither party shall be liable for any consequential or indirect loss or damage.
- e. All payments to his staff and other hired persons, sub-contractors or assigns during the currency of this Contract or after its expiry/ termination. The Employer shall have no relation, in whatsoever way, with such employees or persons recruited, hired or contracted by the Contractor and all these persons shall always be treated as the employees of the Contractor.
- f. Any claims of his own, of his employees or ex-employees, or associates, or their heirs whether against the Contractor, other contractors 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 as a company, in whatsoever form, manner or capacity.
- g. Any Government Permits, Licenses, etc. that may be required for performing the Works contemplated under the Contract.
- h. All claims of compensation by an employee, 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 Contractor or their legal heirs.
- i. In case any claim of compensation, expense in whatsoever form is to be paid by the Employer under any law of the land, the same amount shall be deducted from the Contractor's payable amounts/retention money.
- j. Full cost and responsibility for his employees/ staff, under no circumstances, whatsoever, shall the Contractor or its employees shall be regarded as the Employer's employees, and there would be no employer / employee relationship between them and the Employer.

24. Confidentiality

Except with the consent in writing of the Employer, Contractor shall keep strictly confidential and not make use of any confidential information supplied by the Employer other than to perform this Contract, and shall impose the same obligations on its employees and other third parties (including sub-contractors).

25. Independent Contractor

The Contractor including all his employees, sub-contractors, associates, assigns or his legal heirs shall at all times function and be regarded as independent contractor and not as an agent of the Employer and neither the Contractor nor its employees, sub-contractors, associates, assigns or his legal heirs shall have the right to represent or bind the Employer to any third person including any department or agency of Government or any other authority in any manner, whatsoever.

26. Materials Obtained/Discovered during excavation

Materials obtained from excavation will be the property of the Employer. Serviceable materials & treasures etc. found shall have to be stacked/stored at the location designated by the Employer. All rubbish/un-wanted materials/debris shall have to be disposed of by the contractor in line with the directions of the Employer & municipal regulations.

27. Site Clearance at completion

On completion of the project/works or at some earlier stage as desired by the Employer, the contractor shall remove all temporary structures, dumpsites, debris, surplus materials, etc. and fill up all trenches etc. made during the execution of the works. The contractor will have to secure a site clearance certificate from the Employer and attaché the same with his final bill. In case the contractor fails or refuses to do so, the Employer reserves the right to get it done through the other sources/contractors and deduct/recover the expenditure so occurred from the bills or retention money **along with the Performance Security**



submitted at the time of bid opening of the contractor. In this regard, the decision of the Director/Head Engineering will be final & conclusive.

28. Health, Safety, Environment and Security (HSE&S)

- a. The Contractor shall comply with all statutory and regulatory requirements related to Health, Safety, Environment & Security (HSE&S) as well as Employer's applicable rules, procedures or policies related thereto at no additional cost to the Employer. The costs of supplying and/or doing all such things required for the purpose shall be deemed to be included in the amounts payable under this Agreement to the Contractor.
- b. The Employer shall periodically audit the Contractor's compliance with its HSE&S policies and conduct safety inspections as and when it deems fit. The Contractor shall ensure that Employer's recommendations in this regard are implemented without any delay.
- c. The Contractor shall provide the Employer information about its working practices, materials and equipment and shall operate in a manner which does not compromise Employer's security or environment standards and the safety and health of its employees and other people. Contractor shall also provide the Employer with any information which it may have related to a potential or actual security threat to the Employer.
- d. The Contractor shall certify in writing that its personnel are fully trained to execute the Works safely and shall ensure that they understand all risks and hazards associated with the Works. The Contractor shall keep records of such trainings.
- e. The Employer reserves the right to terminate this Contract without notice to the Contractor in the event of violation of this Clause by the Contractor and related HSE&S requirements of the Employer communicated to the Contractor from time to time.
- f. The Contractor shall pay special attention to the following environmental protection measures;
 1. Use of clean fuels to minimize air polluting emissions.
 2. Control of other air pollutants.
 3. Recovery and recycling of usable materials.
 4. Control of vehicle noise.
 5. Control of noise from power facilities.
 6. Limitation of Vibrations.
 7. Preservation of natural land to the extent possible.
 8. Preservation of archaeological Sites.
 9. Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.

29. Electric Power Supply, Water supply, Telephone etc.

Water for construction purposes will be provided by the Employer. Electricity will be provided by the Employer for all minor equipment & tools. Expense regarding the required cables/wires and sub-meters, switches etc. shall have to be borne by the Contractor. The Contractor shall make his own arrangement at his own expenses for the telephone & fax etc. at the Site of Works. If these facilities are to be provided by the Employer at the request of the Contractor, the Contractor shall have to pay the bills/ expenses as per mutually agreed terms & conditions at that time. Hutting/ tenting etc. for the workers or storage of the materials of the contractor shall be the responsibility of the contractor.

30. Attendance of Meetings

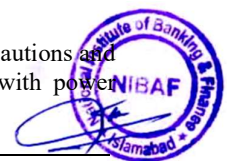
The Contractor shall attend all meetings along with his authorized representative(s) when called by the Employer to discuss the quality and progress of Works, site matters and other matters related to the Contract, without any compensation from the Employer. The Contractor may ask the Employer to call a joint meeting to review the pending issues and decisions or to discuss any other matters, factors or aspects in context of the Contract. The minutes of meetings may be recorded and circulated amongst the participants for compliance.

31. First Aid Facilities

The contractor shall provide his staff 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.

32. Utility Lines

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power



transmission, telegraph, telephone and natural gas lines, oil lines, water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

33. Other

- a. The terms and conditions and the Schedules thereto of this Contract represent the entire agreement and understanding between the Employer and the Contractor, in relation to the subject matter hereof and supersede all previous agreements and/or understandings between the parties in relation thereto.
- b. 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.
- c. Unless expressly provided, no term of this Contract is enforceable by any third party.
- d. This Contract is personal to Contractor and Contractor shall not assign or subcontract any of its rights or obligations under it without Employer's prior written consent. Any subcontracting shall be on terms consistent with these Conditions for the benefit of an enforceable by the Employer and Contractor shall remain liable for the subcontractor's acts and omissions and the Contract's complete performance.
- e. The Contract shall be governed by the laws of Pakistan and Contractor and the Employer agree to submit to the exclusive jurisdiction of the courts in Pakistan.

34 Beneficial Ownership information

For 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:

- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



The following Contract Data shall be deemed to form and be read and constructed as part of the Contract, including Conditions of Contract.

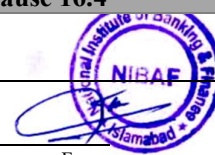
CONTRACT DATA

SCC 1.	<i>Employer</i>	GCC Clause 1
Means National Institute of Banking Finance (NIBAF)		
SCC 2.	<i>Priority of Documents</i>	GCC Clause 3
Documents forming the Contract listed in the order of priority: (a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications, if any		
SCC 3.	<i>Amount of Performance Security</i>	GCC Clause 4.4
10% of the Contract Price stated in Letter of Acceptance / Award in the form of Pay Order, Demand Draft, Deposit at Call or Bank Guarantee from any Schedule Bank registered in Pakistan. The Performance Security would remain valid till successful completion of Defect Liability Period and would be released after successful completion of defect liability period.		
SCC 4.	<i>Completion Time</i>	GCC Clause 7.1
240 Calendar days		
SCC 5.	<i>Liquidated Damages</i>	GCC Clause 7.4
@ 0.1% of total work done/ day to a maximum of 10% of the total work done.		
SCC 6.	<i>Defect Liability Period</i>	GCC Clause 9
365 Calendar days		
SCC 7.	<i>Retention Money</i>	GCC Clause 11.4
10% of the net payable amount for each bill of the Contractor		
SCC 8.	<i>Insurance</i>	GCC Clause 11.6
The Works Amount of Cover: The sum stated in Letter of Acceptance plus fifteen percent 15%. Contractor 's equipment Amount of Cover :Full replacement Cost Injury to Person and Damaged to Property including Third party Insurance Amount of Cover : I) As per workmen compensation act II) Contractor's all Risk including Third party III) damages to the Structure, stores if supplied by the Bank		
SCC 9.	<i>Place of Arbitration</i>	GCC Clause 16.4
NIBAF Islamabad		

For Contractor

NIBAF

For



SCC 10. Price Adjustment	GCC Clause 11.10
<p>The Contract Price shall not be adjusted by any other reason due to change in foreign currency exchange rate, except as provided in this Sub-Clause 11.10.1.</p> <p>Add the following:</p> <p><u>Sub-Clause 11.10.1 Formula for Adjustment of US Dollar (\$) Rates</u></p> <ol style="list-style-type: none"> For supply of imported item at Sr # 1-4 mentioned in Schedule A to Bid (Schedule of Prices) quoted in local currency (Pak Rs.), foreign currency, exchange rate shall be fixed at the weighted average customer exchange rates (selling) published by State Bank of Pakistan (https://www.sbp.org.pk/dfmd/fem.asp), 28 days prior to the tender opening date. The change in foreign currency exchange rate will be applicable to the foreign currency component stated in the Letter of Credit (LC) established by the Contractor or his Vendor. The LC would be opened by the Contractor at his cost. Appropriate proof of the Exchange rate applied at the time of retirement/payment of LC by respective Bank such as SWIFT message etc. is to be furnished as evidence to support Contractor's claim for Price Adjustment. Contractor shall submit copies of Letter of Credit, shipping documents, certified copies of paid voucher for import duty / tax and other necessary documents, as required by the Engineer, in support of his Claim under this Sub-Clause. All provisions of Price Adjustment given in "Standard Procedure and Formula for Price Adjustment, Second Edition, May-2022", of Pakistan Engineering Council shall be applicable to this Contract. 	



(Bidding Documents, Section-3, Part-1)

Standard Forms

For Contractor

NIBAF

For



Form No. 01: FORM OF CONTRACT AGREEMENT

(Stamp duty shall be borne by the contractor as per the prevailing rates)

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of ____ 20____ between _____, acting through its _____ who is duly authorized in this behalf (hereinafter called the "Employer") and _____, acting through its _____ who is duly authorized in this behalf (hereinafter called the "Contractor").

WHEREAS:

- (A) The Contractor has offered to execute the works for [please insert relevant details] {"Works"} on the terms and conditions as set forth in this Contract; and
- (B) The Employer has agreed to engage the Contractor to carry out the Works on the terms and conditions contained in this Contract.

NOW this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, and in case of any conflict the decision of Director Engineering shall be final and binding.
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Contract Data
 - (d) Conditions of Contract;
 - (e) The priced Schedule of Prices;
 - (f) The Specifications; and
 - (g) The Drawings, if any
 - (h) Addendum/Corrigendum, if any
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Name, Signature of the Contactor

Name, Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness No.1

(Name, Title and Address)

Witness No.1

(Name, Title and Address)

Witness No.2

(Name, Title and Address)

Witness No.2

(Name, Title and Address)

For Contractor

NIBAF

For



Form No. 02: FORM OF PERFORMANCE SECURITY

(Bank Guarantee/ Insurance Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with Address: _____

Name of Principal (Contractor) with
Address: _____

Penal Sum of Security (express in words and Figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said

Letter of Acceptance for _____ (Name of Contract) for the _____
(Name of Project).

NOW THEREFORE, if the Principal (Contractor) 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 the Employer, 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 Clause -09, Identification & Remedying of Defects, 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 the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer'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 Employer's designated Bank & Account Number.

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

For Contractor

NIBAF

For



Form No. 03: FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____ (Particulars of Contract), with _____ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. _____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire on _____. The guarantee shall remain valid up to the final adjustment of the advance made in case of expiry without adjustment of the advance the Guarantor shall automatically renew the guarantee till such time/times as the employer may deem fit. In case the guarantee is renewed on the request of the employer the Guarantor shall be bound to renew the guarantee without reference to the contractor or any other part, the payment of the charges may be made by the employer from the payments due to the contractor or its securities.

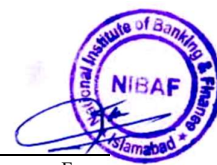
The claim of the employer will remain valid even if the guarantee has expired until the clearance is received in writing by the employer along with the original bank Guarantee.

It is understood that Employer will return this Guarantee to Guarantor on expiry or after settlement of the total amount to be claimed hereunder.

For Contractor

NIBAF

For



**Form No. 04: INDEMNITY BOND FOR SECURE ADVANCE AGAINST
MATERIALS BROUGHT AT SITE**

(ON Rs. 500 non-judicial stamp paper)

This Deed of Indemnity is issued by M/s. _____ (name of the contractor)
in favour of M/s. _____ (name of the employer).

Whereas _____ (herein called the Employer) has paid the Secure Advance against the cost of material through any Bank or like agency by any other method by virtue of terms of the contract existing between the parties. The details of the material and their price for which secured advance is sought for the period _____ till consumption of the material is as under:-

1. _____ at Rs. _____ per _____ = Rs.
2. _____ at Rs. _____ per _____ = Rs.
3. _____ at Rs. _____ per _____ = Rs.

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We _____ of M/s. _____ do hereby indemnify M/s. _____ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We _____ shall indemnify _____ against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s. _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any form what so ever.

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above _____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise available under law.

Place _____ Dated _____

Contractor _____

Witness:

Signature _____
Name _____

Witness:

Signature _____
Name _____



For Contractor

NIBAF

For

Form of No.5 Declaration of Ultimate Beneficial Owners Information

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts

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

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/Limited Liability Partnership/Association of Persons/Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation/ 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



For Contractor

NIBAF

For

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

1	2	3	4	5	6	7	8
Name and surname (InBlock Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address 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)



(Bidding Documents, Section-3, Part-2)

SPECIFICATIONS

Equipment:

Fire alarm panel, smoke/heat detectors, manual call point, strobes and alarms should be all UL/FM approved.

Cable / Wires:

Fire resistant cable of approved make should be used as per following standards:

BS EN 60228 class 1 or class 2

BS EN 50363-5, Type E15

BS EN 50200 PH30, PH60, PH120,

BS 5839-1, 6, 8 & 9 'standard' fire resisting cable

BS 5266-1 'standard' fire resisting cable

For Contractor

NIBAF

For



(Bidding Documents, Section-3, Part-3)

DRAWINGS

For Contractor

NIBAF

For



TWO VOLUMES

Volume-I: Instructions to Bidders & Conditions
of Contract

Volume-II: Financial Bid



**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

Supply & Installation of Fire Alarm System in Hostel Block at NIBAF Islamabad

BIDDING AND CONTRACT DOCUMENT

VOLUME-II

February 2024

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's labour , supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.



BILL OF QUANTITIES

Sr. No	Description	Qty.	Unit	Unit Rate inclusive of all Taxes	Total Amount
Supply & Installation of New Analogue Addressable Fire Alarms System in Hostel Block at NIBAF Islamabad, in compliance with NFPA/UL 864 standard Approval or FM Approval, comprising of following components ;					
1.	Supply of 3-loop analogue addressable fire alarm control panel with 4 Notification Appliance Circuits (expandable upto 4 loops), with additional power supplies for sounders as required etc. Temperature: 0 to 49°C (32 to 120°F) Relative humidity: 0 to 93% noncondensing, complete in all respect as directed by Engineer In-charge	01	No		
2	Supply of Analogue addressable point type photoelectric-type smoke detector with standard base, Operating environment 32 to 100°F (0 to 38°C), 0 to 93% RH, noncondensing,	300	Nos		
3	Supply of Analogue addressable manual pull station with standard box, Operating environment 32 to 100°F (0 to 38°C), 0 to 93% RH, noncondensing	12	Nos		
4	Supply of Analogue addressable or addressable module based electronic sounder (96 dB at 1 meter) with built-in flasher with standard box.	12	Nos		
5	Addressable loop powered relays installed in IP65 box	16	Nos		
6	Supply and Installation of Class A wiring of fire alarm system Initiating components: manual call point station, smoke/heat/ multi-criteria detector, flame detector, relay modules etc. and Class B wiring of fire alarm system notification components from fire alarm control panel FACP with shielded fire resistant 120 minutes (PH120) cable in surface steel conduit rigid/flexible or external GI pipe surface/buried in ground including hand hole etc, galvanized sheet steel 100x100x75mm surface mounted junction box, brass bushes, glands, complete with all accessories, spare pipes where shown on drawing including relevant civil works such as cutting, chipping, plaster, paint and finishing back as per original for laying concealed conduits below false ceiling level wherever required and installation of riser duct of GI from floor to floor as per site requirement	340	Jobs		
7	Electronic voltage stabilizer for FACP				
8	Testing & commissioning of entire system, including training of employer's personnel.				



9	Supply and Installation of Hangers U Shape of suitable size for fixing conduits with slab and turning bending for clean arrangement above false ceiling	160	Nos		
10	Supply and Installation of Saddles to hold cable on false ceiling and repair of false ceiling as per original after wiring on the sheets	1200	Nos		
11	Supply and Installation of new 6" dia Header pipe to couple with existing pipe through flange, for fire hydrant pump, the work includes supply of pipe, flange, coupling, check valve etc. to make the header operational with already installed fire hydrant pump, work includes civil works i.e manhole for header, cutting, plaster and finishing back as per original complete in all respect.	01	Job		
	TOTAL QUOTED AMOUNT (Including All Taxes and other charges)				

Amount In words (Rs.)

 _____ Only.

Undertaking by the Bidder:

I had visited the site and have fully understood the scope of services & specifications. The quoted rates are inclusive of all labour charges, Transportation charges, applicable taxes (i.e. GST, Income tax)/duties, overheads, profit etc. I/we have sufficient resources to supply the above materials. All the above Terms & Conditions are acceptable to us unconditionally. We also confirm that our firm is not blacklisted by SBP BSC (Bank) or any other Employer and we are not in litigation with any Government Department or other organization.

Dated:

Signatures of the Contractor

Name & CNIC No.			
Designation			
Firm Name			
NTN No.			
GST No.			
Phone No.		Fax No.	
Cell No.		Email ID	
Business Address:		



FOR CONTRACTOR

FOR NIBAF



**STATE BANK OF PAKISTAN
NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

**Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF,
Islamabad**

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

February 2024



**NATIONAL INSTITUTE OF BANKING & FINANCE
(NIBAF)**

Invitation to Bids (ITB)

"As per published tender notice in Newspaper, PPRA & SBP websites"

Sr. No.	DESCRIPTION
1.	Title Page
2.	Invitation to Bids
3.	Index
4.	Bidding Documents Section-I (Instructions to Bidders)
5.	Bidding Documents Section-II - (Bid Data Sheet)
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)
11.	Bidding Documents Section VII-Service Management Plan of Service Provider
12.	Bidding Documents Section VIII-Forms of Contract

(Bidding Documents-Section-I)**INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

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Section – I INSTRUCTIONS TO BIDDERS**A. Introduction**

1. Scope of Bid	<p>1.1. National Institute of Banking and Finance (NIBAF), having its principal place of business as defined in Bid Data Sheet, (hereinafter called “NIBAF”) 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>
2. Eligible Bidders	<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 / SBP BSC 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 SBP BSC shall reasonably request.</p> <p>2.7. Bidder must meet all the qualification criteria as defined in Bidding Documents.</p>
3. Qualification of the Bidder	<p>3.1. All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</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>
4. One Bid per Bidder	<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>
5. Cost of Bidding	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the SBP BSC 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

6. Content of Bidding Documents	<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 ITB Clause 8:</p> <ul style="list-style-type: none"> i. Invitation to Bids. ii. Instructions to Bidders (ITB)
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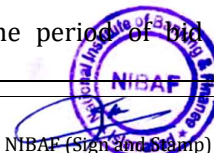
	<ul style="list-style-type: none"> iii. Bid Data Sheet (BDS) iv. Form of Bid v. Form of Contract vi. General Conditions of Contract (GCC) vii. Special Conditions of Contract (SCC) viii. Bill of Quantities/Description of Services ix. Bid Evaluation Criteria x. Format of Security Forms <p>6.2. Bidders 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 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>
7. Clarification of Bidding Documents and Pre-bid Meeting	<p>7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach NIBAF in writing at the given address and by one of the means indicated in the BDS. The NIBAF 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's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the NIBAF.</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: www.ppra.org.pk and as provided in Bid Data Sheet (BDS).</p> <p>7.3. As specified in the BDS, the NIBAF 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 without delay to all those that received the Bidding Documents from the NIBAF. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the NIBAF by issuing an Addendum under ITB Clause 8.</p>

8. Amendment of Bidding Documents	<p>8.1. At any time before the deadline for submission of bids, NIBAF, 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 in writing that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page (www.sbp.org.pk).</p> <p>8.3. Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.</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 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

9. Language of Bid	<p>9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and NIBAF 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>
10. Documents Comprising the Bid	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ol style="list-style-type: none"> i. Forms for Technical Bid under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Bid under Section V. iv. Bidding Documents (in original) duly signed and stamped on each page / sheet. v. Bid Security in original/Bid Securing Declaration. vi. Power of Attorney in accordance with the Clause 15 of ITB. vii. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.

11. Bid Prices	<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. Items for which no rate or price is entered by the Bidder will not be paid for by the NIBAF when the contract is executed and shall be deemed covered by other rates and prices in the Activity Schedule.</p> <p>11.2. 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. 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. 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 Bidding 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 Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract.</p>
12. Currencies of Bid and Payment	<p>12.1. The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by NIBAF would be in Pak Rupees.</p>
13. Bid Validity	<p>13.1. Bids shall remain valid for the period specified in the BDS.</p> <p>13.2. In exceptional circumstances, NIBAF 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 by letter or email. 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 ITB Clause 14 in all respects.</p>
14. Bid Security	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ol style="list-style-type: none"> at the Bidder's option, be in the form of either Pay Order/demand draft/call deposit or an unconditional Bank Guarantee from a Scheduled Bank; be substantially in accordance with one of the formats of bid security included in bidding documents or other form approved by the NIBAF before bid submission; be payable promptly upon written demand by the NIBAF; be submitted in its original form; copies will not be accepted; 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 ITB Clause 13.2. Bids submitted with insufficient bid security will be rejected. 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. The most advantageous Bidder's bid security will be released/ returned upon the submission of performance Guarantee. <p>14.2. The bid security may be forfeited:</p> <ol style="list-style-type: none"> If a bidder withdraws his bid during the period of bid validity; or



	<p>ii. If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24 of ITB hereof;</p> <p>iii. In the case of a most advantageous bidder, if he fails to:</p> <p style="padding-left: 40px;">a. Furnish the required Performance Guarantee in accordance with Clause 32 of ITB, or</p> <p style="padding-left: 40px;">b. Sign the Agreement, in accordance with Sub-Clauses 30.2 & 30.3 of ITB</p>
15. Format and Signing of Bid	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid or as specified in the BDS, clearly marking each one as "ORIGINAL BID" and "COPY NO. 1." In the event of any discrepancy between them, the original bid shall prevail.</p> <p>15.2. The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). 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 ITB Clause 10.1. 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 ITB Clause-16, Bids shall be sealed in an envelope addressed to NIBAF at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place.</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>

D. Submission of Bids

16. Sealing and Marking of Bids	<p>16.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY NO. [Number]." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the NIBAF at the address given in the BDS, and carry the statement "DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."</p> <p>16.2. In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under ITB Clause 18.</p> <p>16.3. If the outer envelope is not sealed and marked as above, the NIBAF will assume no responsibility for the misplacement or premature opening of the Bid.</p>
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17. Deadline for Submission of Bids	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by NIBAF at the address specified in the BDS, no later than the bid submission deadline specified in the BDS. Bids submitted through telegraph, telex, fax or e-mail shall not be considered. Any bid received by the NIBAF after the deadline for submission prescribed in the Bid Data Sheet will be returned unopened to such bidder.</p> <p>17.2. NIBAF may extend the deadline for submission of bids by issuing an amendment under ITB Clause 8, in which case all rights and obligations of the NIBAF and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
18. Late Bids	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by NIBAF after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.</p>
19. Modification and Withdrawal of Bids	<p>19.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the NIBAF before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid can be modified after the deadline for submission of bids.</p> <p>19.3. 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 Bidder's forfeiture of its bid security.</p>

E. Bid Opening and Evaluation

20. Bid Opening	<p>20.1. The Bank will open all bids, including modifications, 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>
21. The process to Be Confidential	<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 Rule 41 of PPR-2004.</p> <p>21.2. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF 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 relating to the bidding documents, bidding process and award of the contract to any person or entity without NIBAF'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 may reject its bid and/or terminate the contract.</p> <p>21.5. Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
22. Clarification of Bids	<p>22.1. During the bid evaluation, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price (except under Clause 24 of ITB) or substance of the bid shall be sought, offered, or permitted.</p>

23. Preliminary Examination	<p>23.1. The Bank will examine the bids to determine whether;</p> <ul style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security/bid securing declaration have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, 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> <p>23.5. Bids submitted late will also be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:</p> <ul style="list-style-type: none"> 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 Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; 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 iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. 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. <p>24.2. The amount stated in the Bid will be adjusted by the Bank as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 14.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. NIBAF will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of 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 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 Sub-Clause 24.2 of ITB hereof.</p>

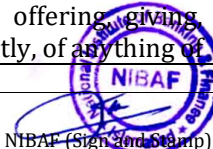


	<p>(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.</p> <p>25.3.The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</p> <p>25.4.The Financial Bids of the 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, provided such waiver does not prejudice or affect the relative ranking of any other bidders.</p>
26. Contacting the NIBAF	<p>26.1.Subject to Clause 22 of ITB heretofore, no bidder shall contact NIBAF 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. The evaluation results shall be announced as under:</p> <p>(a) Technical Evaluation Report/Results would be posted for seven days on SBP's website/shared with participating bidders.</p> <p>(b) Financial / Final Evaluation Report would be posted on PPRA and SBP websites for fifteen days.</p> <p>26.2.Any bidder feeling aggrieved by any act of NIBAF may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.</p>

F. Award of Contract

27. Award Criteria	<p>27.1.The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & 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 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>
28. NIBAF / Bank's Right to Reject all the Bids	<p>28.1.NIBAF reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 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 will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.</p>
29. NIBAF / Bank's Right to Vary Inputs/ Outputs at Time of Award	<p>29.1. NIBAF 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>
30. Notification of Award and Signing of Agreement	<p>30.1.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"), to be confirmed in writing by registered letter/email, that its bid has been accepted.</p> <p>30.2.Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NIBAF will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating</p>

	<p>all agreements between the parties.</p> <p>30.3. The formal Agreement between NIBAF 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>30.4. Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, NIBAF will discharge its bid security.</p>
31. Disqualification Prior to Contract Signing	<p>31.1. 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 Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his 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>31.2. 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>
32. Performance Guarantee	<p>32.1. 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>32.2. Failure of the most advantageous Bidder to comply with the requirement of ITB 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
33. Advance Payment and Security	<p>33.1. NIBAF will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of the Contract.</p>
34. Grievances Redressal	<p>34.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC), as per Rule 48 of PPR-2004. The details of GRC is given on the PPRA website: www.ppra.org.pk and as given in Bid Data Sheet (BDS).</p>
35. Code of Conduct	<p>35.1. It is the NIBAF'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 follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</p> <ol style="list-style-type: none"> "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value.



	<p>value to influence the acts of another party for wrongful gain;</p> <p>iv. "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>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;"</p> <p>35.2. Under Rule 19 of PPR-2004, the NIBAF 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.</p> <p>35.3. 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 management:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Nature of Offense/ Fault</th> <th style="text-align: center;">Means of Verification</th> </tr> </thead> <tbody> <tr> <td>Corrupt and Fraudulent Practices</td> <td> <ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. </td> </tr> <tr> <td>Performance Deficiencies</td> <td>Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</td> </tr> <tr> <td>Bidder failed to abide with Bid Form / Bid Securing Declaration.</td> <td>Failed to abide with Bid Form / Bid Securing Declaration.</td> </tr> </tbody> </table> <p>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.</p> <p>35.4. 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 and the bidder shall be solely responsible for seeing that a proper receipt is provided.</p> <p>35.5. 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> <p>35.6. NIBAF's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the NIBAF's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and</p>	Nature of Offense/ Fault	Means of Verification	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of SBP Banking Services Corporation • Cross verification of documentary undertaking submitted by Service Provider. 	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 / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.
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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 / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.								

	<p>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, 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.</p> <p>35.7. 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> <ul style="list-style-type: none"> i. A bidder that has been engaged by the NIBAF / SBP BSC 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. 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. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the NIBAF's staff who is directly or indirectly involved in any part of <ul style="list-style-type: none"> a. the preparation of the specifications of the goods, b. the selection process for such assignment, or 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. iv. Bidders shall not recruit or hire any agency or current employees of the NIBAF. Recruiting former employees of the NIBAF 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 by the bidder as part of the bid.
36. Overriding Effect of PPR-2004	36.1. Whenever in conflict with these documents, the stipulation of PPR-2004 shall prevail.
37. Beneficial Ownership Information	<p>37.1. 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> <ul style="list-style-type: none"> (a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, (b) Reject the bid of the said company.



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
1.1	<ul style="list-style-type: none"> • Procurement Title: Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF Islamabad • Reference Number: Lot-II • Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004 • Procurement Procedure: “Single Stage Two Envelopes Procedure” as per Rule-36(b) of PPR-2004.
7.3	No Pre-bid meeting will be held.
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Amount as stated in Published Tender Notice in favor of NIBAF shall be enclosed along with the Technical Bid in the shape of Pay Order / Demand Draft /Deposit at Call in favor of National Institute of Banking and Finance (NIBAF) valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid. • Any bid found without sufficient Bid Security will be rejected instantly. (In the case of a bank guarantee, the validity of the bank guarantee should be 28 days beyond the bid validity period.)
15.1	<ul style="list-style-type: none"> • Only original Bid is to be submitted.
16.1	<ol style="list-style-type: none"> 1. The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters. 2. The outer envelope shall be addressed to the Bank at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]”. The content of the Technical and Financial Proposal is mentioned in BDS. 3. <u>Following should be the contents of the Technical Bid Envelope:</u> <ol style="list-style-type: none"> i. Form I of Section III – Authorization Form for Bidder’s Representative ii. Form II of Section III – Form of Technical Bid iii. Form III of Section III – Bid Security Form/Bank Guarantee: duly filled and signed or Bid Security in the shape of Call Deposit/Demand Draft/Payment Order or Bid Securing Declaration. iv. Form IV of Section III – Technical Compliance Form v. Form V of Section III – Undertaking vi. Form VI – Declaration of Beneficial Owners’ Information vii. Duly signed and stamped, Volume-I of the Bidding document. viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV 4. <u>Following should be the contents of the Financial Proposal Envelope/Volume-II:</u>



	<p>i. Form-I of Section V – Financial Bid Submission Form</p> <p>ii. Duly filled, signed and stamped, Volume-II of the Bidding document</p> <p><u>Important Note:</u></p> <p>Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.</p>
17.1	<ul style="list-style-type: none"> The NIBAF's address for Bid submission is as mentioned in Notice for Invitation to Bids (Published Tender Notice). The NIBAF/ Bank will communicate the opening of the Financial Proposal to the eligible/qualified bidders after the completion of all requirements of Technical Evaluation. The deadline for submission of bids shall be as mentioned in Notice for Invitation to Bids.
20.1	<ul style="list-style-type: none"> Bids will be opened as defined in Notice for Invitation to Bids.
29.1	<ul style="list-style-type: none"> Fifteen percent (15%) increase or decrease in scope of services.
32.1	<ul style="list-style-type: none"> The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from a scheduled bank in Pakistan, which will be valid 28 days beyond the Contract Period. The Performance Guarantee shall be forfeited if the most advantageous Bidder fails to perform the services under the Contract.
34.1	<ul style="list-style-type: none"> The address of Grievance Committee is; Chairman Grievances Committee, National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad. Phone: +92-51-9269846, 9269850-53 (3941/3521)

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 – Bid Security Form/Bank Guarantee
4. Form IV – Technical Compliance Form
5. Form V – Undertaking
6. Form VI – Declaration of Beneficial Owners' Information

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

Date: _____

ITB No: Lot-II
Title: Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF Islamabad

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.

Official Seal & Signature of Bidder: _____

Date: _____

Form – II
(Technical Bid Submission Form / Form of Bid)
 (Letter of Offer)

Bid Reference No. Lot-II

Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF Islamabad
 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 or Bid Securing Declaration as the case may be.
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**(Bid Security Form)**

(Bank Guarantee/ Not to be followed in case of Pay Order/CDR)

Over Stamp Paper

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to National Institute of Banking & Finance (NIBAF))

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____Name of Principal (Bidder) with
address: _____Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the National Institute of Banking & Finance, (hereinafter referred to as "NIBAF") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid numbered and dated as above for _____
(Particulars of Bid) to NIBAF; and

WHEREAS, NIBAF has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to NIBAF, conditioned as under:

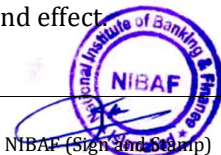
- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, or
 - (c) failure of the most advantageous bidder to
 - (i) furnish the required Performance Guarantee, or
 - (ii) sign the proposed Contract,

the entire sum be paid immediately to the said NIBAF for delayed completion and not as penalty for the most advantageous bidder's failure to perform.

NOW THEREFORE, if the most advantageous bidder shall, within the period specified therein, on the prescribed form presented to him for signature and enter into a formal Contract with NIBAF in accordance with his Bid as accepted, and furnish within fifteen (15) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NIBAF for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)



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

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

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

Guarantor (Bank)

Witness:

1. Signature

1.

2. Name: _____

3. Title

2.

(Name, Title and Address)

Form IV
(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 BOQ and forms etc.	

Seal and Signature of Bidder:_____

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)

(Over Stamp Paper of Rs. 100)

Dear Sir,

- 1.0 I/We, M/s -----, hereby undertake that I/We, M/s shall comply with all applicable Labor laws and other applicable laws which includes but not limited to following:
- a. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government.
 - b. Ensure EOBI/Social Security registration of its resources and regular payment of contributions.
 - c. Group Life and Medical Insurance.
 - d. Casual, medical and maternity or any other leaves as per applicable laws.
 - e. Any other requirement as per applicable laws.
- 2.0 I/We, M/s -----, shall issue appointment letters to my employees working under this contract in compliance of the above stated laws.
- 3.0 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 shall be at liberty to terminate the Contract without prejudice to any other rights / remedy available in the Contract.
- 4.0 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).
- 5.0 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)

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)

			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 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 may result in their disqualification.
 - c) The response to this notice must be sufficiently detailed to convince NIBAF 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 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 reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

NIBAF 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 installation /work experience etc. NIBAF 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, 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	Means of verification	Attached
1.	Bid Security is required as per clause ITB-14.	Bid Security in Original is to be attached with Technical Proposal.	Original bid Security
2.	Bid is unconditional		
3.	Duly filled and signed Form of Bid		
4.	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. (NIBAF / SBP BSC will also verify that the bidder name is appearing in online active taxpayer list)	Copies of relevant Tax Registration Certificate & proof of being on ATL of FBR
5.	The Bidder should also be registered with relevant / concerned Revenue Authority. If not registered, the 100% tax shall be deducted at source as per applicable law and credited to relevant account.		Copies of relevant Tax Registration Certificate
6.	The bidder should submit an undertaking that the bidder has never been blacklisted or debarred by any organization, is not in the sanctioned list of NACTA (National Counter Terrorism Authority and will comply all applicable laws	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V	Undertaking required on stamp paper of Rs.100/- as per format provided in Form - V
7.	Proposed Services Execution Plan of the Bidder	Duly filled Methodology/ Program of Performing the Services provided in Schedule E to bid	Duly filled Methodology / Program of Performing the Services in schedule E to bid
8.	Available Financial Capability/ Liquid Assets of the firm	Provide Bank statement showing required balance of Minimum Liquid assets of Rs. 01 Million at any one instance in three months period before date of publication of tender notice or credit line facility available during same period.	Bank Statement.
9.	General Experience of providing Services	Minimum of 05 Years of Services experience. The bidder must provide "Letter of Award/ Contract agreement/Taking Over/ Completion Certificate" of the projects of which the experience is being claimed.	

10.	Particular Experience of the Firm	Minimum two (2) similar works of cost Rs. 1.5 Million or more each, executed during last 5 (five) years (Work order/ completion certificates to be attached).	
11.	The bidder will provide affidavit to arrange all spare parts related to installed system, on demand by NIBAF, besides makeshift arrangement to keep the system operational during the lead time for supply of any spare(s).	Affidavit to arrange all spare parts related to system Installed at NIBAF Islamabad.	

Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)

A circular purple stamp of the National Institute of Banking & Finance (NIBAF). The text "National Institute of Banking & Finance" is written around the perimeter, and "NIBAF" is in the center. A signature is written across the stamp.

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

Provided as Volume-II of Bidding Documents

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)

A circular purple stamp of the National Institute of Banking & Finance (NIBAF). The text "National Institute of Banking & Finance" is written around the perimeter, and "NIBAF" is in the center. A signature is written across the stamp.

SECTION-VI- (SCHEDULE C TO BID) PART-1 SPECIFIC SERVICES DATA/ SCOPE OF SERVICES**1. Location of Site:**

“National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad”

2. Major Items of Contract:**2.1 Part A; Works**

Servicing, revamping & overhauling of Two (02) Nos. Direct-Fired Absorption Chillers Installed at NIBAF, Islamabad, includes but not limited to:

- a. Complete descaling of evaporator, absorber and condenser
- b. Descaling of cooling towers
- c. Supply and charging of Libr based inhibitor.
- d. Supply & installation of pressure switch, temperature gauges, flow sensors and heat exchanging copper tubes.
- e. Application of anti-rust paint on all lines and base footings of the Chillers.

2.2 Part B; Services

Continuous and Uninterrupted Management Services for Split ACs, Absorption Chillers and Allied Equipment at NIBAF Islamabad.

Scope of Services includes:

The service provider shall be responsible for management, operation and maintenance of Absorption Chillers with associated HVAC Equipment, Split ACs, refrigerators and water dispensers at NIBAF Islamabad. The services include routine maintenance, repairs, monthly, quarterly and annual preventive maintenance of equipment (Split ACs, Absorption chillers, Cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves, allied piping and respective electric system) and their controls, components and accessories.

List of Equipment:

Continuous and Uninterrupted Management Services for Services are required at the following major equipment:

<u>Location</u>	<u>Equipment</u>
National Institute of Banking and Finance, Islamabad.	<ul style="list-style-type: none"> • 02 Nos. Absorption type chillers 80 TR capacity each – (Make: Sanyo) • 02 Nos. Cross flow, one cell cooling tower. • 02 Nos. Condenser water pumping sets, • 02 Nos. Chilled water pumping sets, • All instruments (Lot) including Temperature & Pressure Gauges of associated HVAC System. • Respective piping, valves, accessories, fitting for Chilled / hot condenser water, fresh water, make up water, hanger etc. • Complete air distribution system including supply, return, fresh exhaust air duct all type of dampers, air devices, false ceiling, hanger etc. including Chillers flue duct and insulation of respective HVAC System. • All type of insulation of associated HVAC Plant / System • All foundation of complete HVAC Plant/System, • Chemical feeding system for HVAC Plant/System,



	<ul style="list-style-type: none"> Fresh air ventilation and exhaust fans, Complete electric system of associated HVAC Plant / system including electric panels, sub panels, DBs, motor control centers, apparatus control panel, power & control wiring of Switchgear and earthing system. 40 Nos. Different types & capacities split type AC Units Refrigerators and water dispensers of different types & capacities placed in hostel and academic blocks.
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Services Schedule:

The following service execution schedule shall be followed:

Sr No	Nature of Service	Execution Schedule
1.	Technical Services at Chillers, Pumps, Motors, AHU's, FCU's, cooling Towers and Allied Piping:	Monday to Saturday from 07:30AM to 06:30PM
2.	Technical services for all the installed split AC's of different capacities in building mentioned in above table	
3.	Electrical Services for all equipment mentioned in above table	
4.	Technical Assistance Services for Chillers, Pumps, Motors, AHU's, FCU's, cooling Towers and Allied Piping:	
5.	Technical Assistance Services for all the installed split AC's of different capacities in building mentioned in above table	
6.	Technical Support (On call) Services including Troubleshooting, Inspections, Preventive and Corrective Services for Split Air conditioners, HVAC system and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)

Details & Frequency of Services:

Services:
The major items of Services under this Contract are as follows:
Following will be provided by the Client: <ul style="list-style-type: none"> Electricity and water supply. Paints & special lubricants or oils. Compressor, indoor/outdoor motor, circuit breaker, electric wire, condenser, isolators, PCB Control Card, and sensor for Inverter / conventional type units. Provision of suitable space for Service Provider within or close to Plant Room with a telephone extension for easy communication with the concerned officials of the Client
Following will be provided by the Service provider:



<ul style="list-style-type: none"> • The material including water treatment chemicals for HVAC System for continuous operation & maintenance services, monthly, quarterly and annual preventive maintenance of equipment. • Gas charging in AC units including refrigerant gas (R22 / R410) for continuous operation & maintenance services, monthly, quarterly and annual preventive maintenance of equipment • Repairing of Evaporator Coils and condenser • Repairing/ replacement of electronic circuits, capacitor • The Service Provider has to maintain at the premises, necessary tools/equipment and safety equipment required for said service 	
General Services	
i.	The Service Provider shall provide services for smooth and uninterrupted operation as well as maintenance, services and general upkeep for the above listed equipment.
ii.	Maintenance services for Split ACs, complete HVAC System (Absorption Chillers, cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves, allied piping and its complete electrical system) including Plant Room cleaning and maintenance
iii.	Services for immediate removal and appropriate disposal of waste, such as empty cans, scales of treated water, filters and of other such items according to municipal codes and environmental standards
iv.	The periodical and preventive maintenance/service of the Split ACs, HVAC Plant and allied equipment shall be carried out on daily/monthly/bi-annual/yearly etc. basis and as per the service manuals of the manufactures in presence of the Client's representative and details of these shall be duly entered in the daily log sheets/book. The Service Provider shall complete the annual servicing, maintenance, repairs and service during this period so that the equipment are in full working order following service. Checklists and reports for the services must be submitted to the Client.
v.	Services for cleaning and general upkeep of Split ACs, Chillers, Pumps, motors, piping, allied valves, Electrical distribution plant room, and surrounding areas.
vi.	Dosing water treatment chemicals
vii.	Removal and fixing of false ceiling as required by the Service Provider for carrying out his work. The Service Provider shall be responsible for making good any damage to the false ceiling framing and tiles
viii.	The Service Provider shall ensure that the Split ACs and HVAC plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation and ensure economical consumption of the materials & spare parts
ix.	The equipment operational observation shall be recorded at suitable intervals. The temperature at different locations shall be recorded at least twice daily.
x.	A complete daily general Monitoring of the entire installation shall be carried out by the Service Provider who will immediately convey any abnormality in Split ACs, HVAC Plant and Allied Equipment, as well as make immediate arrangements to set right such abnormalities.
xi.	The Service Provider shall attend maintenance or repair work of the Split ACs, HVAC plant and Allied Equipment on priority basis and if required the maintenance services for rectification of equipment may be provided after office hours or on holiday(s) to set right the service, or at any time due to exigencies/emergencies and will provide services for smooth working in the minimum possible time.



xii.	A complete safeties monitoring of the Split ACs, HVAC Plant, Allied Equipment and electrical installations shall be carried out by the Service Provider at least once a month during which the defective part(s) shall be replaced by new one(s), if required.
xiii.	Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation
xiv.	Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system
xv.	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.
xvi.	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).
xvii.	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.
xviii.	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 Bank at that time.
a) Technical Services at Chillers, Pumps , Motors, AHU's, FCU's, cooling Towers and Allied Piping at HVAC Plant and Inside the Building	
i.	Attending to phone calls and responding as necessary
ii.	Maintain and operate Chillers and its allied equipment (Cooling towers, Pumps, Motors, Air handling units, Fan coil units, valves and allied piping)
iii.	Monitoring chillers for abnormal temperature, pressure, noise, vibration or any other abnormal condition
iv.	Checking and testing of all sensors, fluids, gases and other values prior operation for proper smooth services on daily basis
v.	Checking and testing the Plant for proper smooth services daily
vi.	Immediate attending of Chillers and allied equipment in case of emergency
vii.	Supervision of inspection and maintenance activities mentioned below necessary to maintain the HVAC system in trouble-free and smooth operating condition.
viii.	Reporting to Service Provider's supervisor or calling for external help in emergency situations and to report faulty parts or abnormal running condition.
ix.	Cleaning the HVAC Plant along with disposal of waste
x.	Immediately attending to faults and defects in components or continuous services, and rectifying the same to facilitate smooth and uninterrupted services.
xi.	Troubleshooting in case of defects, abnormal conditions and complaints. Calling for backup support if necessary to further troubleshoot and rectify the malfunction.
b) Technical Services: for all the installed split AC's Service;	
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.
iii.	Monitoring AC's 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.	Smooth operation as well as adequate servicing and maintenance of Complete electric system for office building i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric switch gear of building premises including earthing system.
viii.	Inspection of wiring, thermostat controls etc. inside the building shall also be ensured and properly maintained and serviced.
ix.	Removal and disposal of waste.
c) Electrical Services: In addition to, and concurrent with, (a) (b) above, the Service Provider qualified services at the AC Plant Room for:	
i.	Smooth operation as well as adequate servicing and maintenance of Complete electric system for Split ACs and HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric Switch gear of HVAC system including earthing system.
ii.	Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plants and Split ACs
iii.	The checkup of wiring, thermostat controls etc. outside and inside the building shall also be ensured and properly maintained and serviced.
d) Technical Assistance Services: In addition to, and concurrent with, (a) (b) (c) above, the following services at the HVAC Plant Room and Split AC's of different capacities inside the building for:	
i.	Providing required assistance in conducting the operation, maintenance and servicing of the HVAC system, Split ACs mentioned above in (a) (b).
ii.	Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched, or has deteriorated.
iii.	Providing assistance in painting of air devices, Pumps, pipelines etc.
e) Technical Support Services: In addition to, and concurrent with above a& b c&d Round the clock support is required for the following services:	
x.	Provide assistance in emergency situations
xi.	Provide assistance in troubleshooting or repair and rectification work.
xii.	Carry spare parts, tools or documentation between work sites.
xiii.	Smooth and uninterrupted services through periodical inspections and
xiv.	Resolution of fault of plants and allied equipment
xv.	Going off-site to bring in parts, material, documents or consumables as instructed by Service Provider's supervisory staff.
xvi.	Any other work assigned by the Client
Frequency of Services for Plant Operations	
Daily Service	Check for the working of all electrical & mechanical components of the equipment.
	Dosing of chemical for treatment of cooling tower and chiller feed water system.
	Maintain log sheets/log book for daily operation.
	Any service or running repairs required during the operation of the plant.
	Cleaning of the equipment machinery and complete Plant Room.



Weekly/ Biweekly/ Monthly Service	Washing & cleaning of air filters.
	Flushing and cleaning of strainers.
	Service of automatic and safety controls of equipment and system
	Checking of oil and other lubricant levels and changing.
	Checking of belt driven equipment and adjustment of belt tension and alignment
	Checking of water levels and controls valves.
	Changing of parts due to normal wear and tear when necessary
	Checking and adjustment of all pressure and safety devices.
	Adjustment and lubrication/ greasing of bearings & glands of equipment.
Annually Service	Annual Maintenance work to be carried out one by one on chillers from December 15 to February 15 or as weather situation or instruction by the Client
	Parts to be changed where necessary
	Instruction given in the Manufacturer's Manuals to be followed. Record of various checks and tests to be maintained for further reference.
	A satisfactory report on annual maintenance will be provided to the Client

Frequency of Services for Chillers (Gas/Steam and Electrical)	
Daily Service	Complete over all visual and general inspection of the chillers
	Startup of the chillers.
	Maintaining the daily data log sheets for the chiller operation for temperatures, pressures, levels etc.
	Vacuuming / purging of the chillers as per requirement
	Checking of Gas Pressure
	Checking LiBr solution level of chiller
	Checking operation of burners with safeties
	Maintaining chilled water outlet temperature as per requirement through chiller operation
	Checking and monitoring of the chiller pumps such as Refrigerant pump, Solution pump, Purge pump etc.
	Checking of all safeties
	Checking water/refrigerant level of chiller
	Monitor Set Points of the HVAC system
	Monitor for the working of all electrical & mechanical components of the equipment.
	Any service or running repairs required during the services of the HVAC System
	General Upkeep of the equipment machinery and complete HVAC System Premises.
	Recording continuous and uninterrupted management services of the chiller parameters on hourly basis
	Monitoring the control panel of the chiller from dust and other external material which could be harmful for chiller controls
Monthly Service	Checking of Burner
	Checking Amperes, Performance and Abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump
	Confirmation of setting values of safety devices and control devices
	Checking of programming of Microprocessor.
	Refrigerant Blow down (If necessary)
	Checking of all i.e. Temperature, Pressure, Fluid level etc.
	Checking of alcohol(if required, Alcohol will be provided by Client)
	Checking of all safeties
	Checking LiBr solution level of chiller



	Checking refrigerant level of chiller
	Checking operation of burners with safeties
	Cleaning of Condenser fins if required
	Monitor Set Points and safety cutouts of HVAC system.
	Monitor the HVAC system for refrigerant or Oil leakage.
	Flushing and cleaning of strainers.
	Monitoring of Valves for normal working.
	Inspection & Service of automatic and safety controls of HVAC system.
	Monitoring of oil and other lubricant levels and changing (if required).
	Changing of parts due to normal wear and tear when necessary.
	Monitoring and adjustment (if required) of all pressure and safety devices.
	Adjustment and lubrication/ greasing of bearings & glands etc. of HVAC system
Annually Service	
	Pressure checking of Chiller with N2 (N2 will be provided by the CLIENT)
	Servicing of Purge Pump
	Checking & Servicing of Absorbent pump.
	Checking & Servicing of Refrigerant pump.
	Servicing of Burner
	Checking and Servicing of H.T/LT HVAC System Eliminators
	Servicing of HVAC System
	Servicing of Suction Port of Burner Checking of Damper Motor of Burner
	Checking of Burner Flame (Visual Inspection)
	Checking of Gas Pressure
	Checking of Diesel Line and associated Tank
	Checking of Butterfly Valve of Burner
	Flame Adjustment
	Adjustment of Air Damper and Gas Damper
	Servicing of Gas Line Strainer.
	Servicing of Diesel Line Strainer.
	Restarting of chiller with observation.
	Cycle testing of LiBr Solution and submission of Report with detailed analysis
	Calibration of sensors (if found faulty will inform accordingly)
	Levelling Electrode
	Vacuuming
	Refrigerant Blow down (If necessary).
	Checking of all Temperatures, Pressures and Fluid level.
	Confirmation of setting values of safety devices and control devices.
	Checking of all safety devices and adjustment if required
	Servicing of control panel
	Checking programming of Microprocessor
	Checking and adjustment of Inverter Programming.
	Checking Amp. and abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump
	De-scaling of Absorber and Condenser with De-scalar
	Neutralization with Neutralizer
	Brushing with brushing Machine
	Checking of all safeties
	Checking refrigerant and absorbent level of Chiller
	Checking operation of burners with all safeties



	Monitoring of Compressor Oil and Recommendation for change if required.
	Monitoring of Electrical Terminals and tightening of loose connections.
	Assure that all bearings are lubricated.
	Monitoring the condition of the motor.
	Monitoring of Amperes of Pumps.
	Monitor and inspection for any abnormal noise
	Monitor and adjust Spring Isolators, Changing of the same if required
	Monitoring of Glycol of the HVAC system

Frequency of Services for Cooling Tower	
<u>Daily Service</u>	Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place
	Inspection of Cooling Tower circulating water Circuit
	Chemical Dosing
	Checking of PH & TDS of cooling water circuit
	Checking Ampere of cooling tower motor
	Fan Balancing & Adjustment if required
	Checking of float valve of cooling towers for proper operation or leakage
<u>Weekly/ Monthly Service</u>	Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place.
	Inspection of Cooling Tower circulating water Circuit.
	Servicing of Hot & Cold Water basin.
	Checking of float valve of cooling towers for proper operation or leakage.
	Checking of motor supports and fan blades.
	Ensure that the strainers at water return sump to chiller are in position and clean.
	Ensure that air intake louvers are clear, properly fixed, clean and not obstructed.
	Ensure that there is no oil leak from the fan gear or bearing box. Ensure that Fan-Belts are in good operating condition and belt tension is correct
	Ensure that the top water basin distribution holes are clear, clean and not obstructed.
	Check all globe valves on top basin for proper adjustment for required flow GPM.
<u>Annually Service</u>	Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place.
	Inspection for clogging.
	Checking the condition of Fan Motor.
	Check for loose fills, connections, leaks, etc.
	Check motor supports and fan blades.
	De-scaling of Cooling Towers.
	Charging of Water Treatment Chemicals.(Chemicals will be Provided by Client)
	Inspections of Cooling Tower circulating water Circuit.
	Repairing, if any leakage in the system (Material will be provided by Client).
	Checking of float valve of cooling towers for proper operation or leakage.
	Ensure fan gear and bearing box is well lubricated.

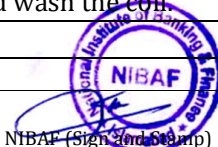
Frequency of Services for Water Pumps and Motors Set	
<u>Daily Service</u>	Checking the condition of the motor.
	Checking and securing of all pump mountings
	Checking Amperes of Pumps.



	Check and inspection for any abnormal noise
<u>Weekly/ Monthly Service</u>	Overall visual inspection.
	Assure that all bearings are lubricated.
	Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace new material (if required will be provided by Client).
	Checking the condition of the motor.
	Checking of Amperes of Pumps.
	Check and inspection for any abnormal noise.
<u>Annually Service</u>	Overall visual inspection.
	Assure that all bearings are lubricated
	Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace (if required will be provided by Client).
	Checking the condition of the motor.
	Checking of Amperes of Pumps.
	Check and inspection for any abnormal noise

Frequency of Services for AHU	
<u>Daily Service</u>	Checking of any abnormality in normal operation condition.
	Checking & Servicing of Filters.
	Humidity control
	Checking of Coil's condition.
	Checking of Blowers and housing.
	Checking of the drain pan for smooth and proper flow of condensate.
<u>Weekly/ Monthly Service</u>	Overall Visual Inspection
	Checking & Servicing of Filters.
	Inspection of Fan & Fan motor
	Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure Gauges.
	Checking of the drive motor.
	Checking of the drive and driven pulley alignment.
<u>Annually Service</u>	Checking of the drain pan for smooth and proper flow of condensate
	Overall Visual Inspection
	Checking of Coil's condition.
	Inspection of Fan & Fan motor.
	Checking of Blowers, belts and Temperature & Pressure Gauges.
	Greasing of bolts & Motors. (upon requirement)
	Servicing of Coils. (upon requirement)
	Checking of the pipe work, pipe insulation
	Checking of the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

Frequency of Services for Operation and Maintenance of Split Air conditioning Units:	
<u>Daily & Service</u>	Every hour 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/Servicing of the AC's as per the schedule.
<u>Weekly Service</u>	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.



Monthly & Service	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, tighten all electrical connections, and check amperage and voltage.
	Monitor the insulation of the Copper Piping.
	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.

Frequency of Services for Electrical Motors & Starters: The Electrical Motors & Starters shall be maintained and Operated based on the following regular checks and inspections.

Cleaning, servicing and checking of all components.

Tightening of wire/Cable connections, cleaning & adjustment of contacts.

Checking of earthing

Checking of motor winding insulation.

Replacement of bearings (if needed)

Frequency of Services for Electric Control Panels: The Electric Control Panels shall be maintained and Operated based on the following regular checks and inspections.

Checking and services of MCCB's, disconnect switches, fuses contacts, relays, and overloads, cutouts & other safety devices.

Tightening of wiring connections.

Checking of wiring insulation

Checking of earthing

Frequency of Services for Air Distribution Systems: The Air Distribution Systems shall be maintained and Operated based on the following regular checks and inspections.

Cleaning of air devices

Repairs of exposed ducts, duct insulation, jacketing and covering

Frequency of Services for Piping Systems: The Piping Systems shall be maintained and Operated based on the following regular checks and inspections.

Cleaning and flushing of all piping systems including chemical cleaning when

Servicing and cleaning of all valves, strainers on requirement Basis

Repair of insulation, jacketing and covering of all insulated piping.



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."

SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

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

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)

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SCHEDULE E TO BID**PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES****For Part A; Works**

Bidder shall provide a program in a bar chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The program should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract. The proposed sequence of execution of various sections of the project shall be according to the given Key Performance Indicators (KPIs) as following; For Example a template of such chart is annexed below;

Sr. No.	Description of Activity	Total Days	Start Date	Finish Date	0-10	11-20	21-40	41-50	21-60
01	Preparation of technical report and schedule of implementation step by step	10			■				
02	Delivery of complete required material at site	30				■			
03	Complete overhauling, repair, maintenance and servicing of both chillers	30					■		
04	Installation of replaced material followed by testing and commissioning	30						■	
05	Punch List items	10							■

SCHEDULE E TO BID

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)



PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES**For Part B: 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 as per the table below;

Sr No	Nature of Service	Execution Schedule	Services Execution Management Plan
1.	Technical Services at Absorption chillers	Monday to Saturday from 07:30AM to 06:30PM	
2.	Technical Services for all the installed split AC's of different capacities		
3.	Electrical Services for Split ACs and HVAC System		
4.	Technical Assistance Services for Chillers, Pumps, Motors, AHU's, FCU's, cooling Towers and Allied Piping:		
5.	Technical Assistance Services for all the installed split AC's		
6.	Technical Support Services including Troubleshooting, Inspections, Preventive and Corrective Services for HVAC system and Allied Equipment	As per preventive and corrective maintenance requirement and requirements shared by Client (including Weekends and Holidays)	Round the clock 365 days a year

SCHEDULE D TO BID

Services to be performed by Sub-Service Providers

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

Section VI – CONDITIONS OF CONTRACT

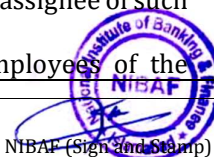
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A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<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"> a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) "Authorized Officer" means the person notified by SBP BSC / NIBAF 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. c) "Confidential Information" 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. d) "Client / SBP BSC" means National Institute of Banking & Finance, that signs the Contract for the Services with the selected Service Provider. e) "Contract" means the legally binding written agreement signed between the Client and the Service Provider, which includes all the attachments and appendices thereto, and all documents incorporated by reference therein. f) "Day" means a Gregorian calendar day unless indicated otherwise. g) "GCC" means these General Conditions of Contract; h) "Government" means the Government of the Islamic Republic of Pakistan ; i) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them; j) "Services" means the work to be performed by the Service Provider under this Contract. k) "Service Provider's Bid" means the completed Bidding Documents submitted by the Service Provider to the Client l) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; m) "Specifications" means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client n) "Service Points" are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously. o) "Service Provider" means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person. p) "Service Provider's Employee" employees of the



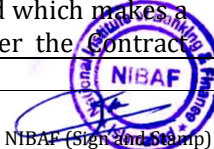
	Service Provider.
1.2. Applicable Law	1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.
1.3. Language	1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.4. Notices	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.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in at Section VI-Part-1 , and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	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.
1.7. Instructions, ,Inspection and Audit by the Client	<p>1.7.1. The Service Provider shall carry out all instructions of NIBAF communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.</p> <p>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.</p>
1.8. Taxes, Duties and other applicable laws	<p>1.8.1. The Service Provider shall organize to 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.</p> <p>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.</p>
1.9. Priority of Contract Documents	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 NIBAF for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by NIBAF.
1.10. Services	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
1.11. Service Execution Schedule	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

	<p>requirements of the Client which will be communicated to the Service Provider from time to time.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.11.5. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, 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 its employees, then the Service Provider shall, arrange for a replacement.</p>
1.12. Attendance of Meetings	<p>1.12.1. <i>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.</i></p>
1.13. Responsibilities, Liabilities and Warranties By The Service Provider	<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, NOCs, 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 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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2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	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 SCC or work order .
2.2. Duration of Contract	<p>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.</p> <p>2.2.2. The completion time for Part A: works is 60 calendar days.</p>
2.3. Extension of Contract	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 NIBAF to call new tenders and award of a fresh contract.
2.4. Modification/ Variations	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.
2.5. Force Majeure	<p>2.5.1. Definition</p> <p>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</p>



	<p>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 clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. <u>No Breach of Contract</u> 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"> has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event. <p>2.5.3. <u>Extension of Time</u> 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>
2.6. Termination	<p>2.6.1. <u>By the Client</u> The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <ol style="list-style-type: none"> if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, if the Service Provider becomes insolvent or bankrupt; 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 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. 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. if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2. 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. <p>2.6.2. <u>By the Service Provider</u></p>



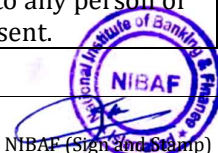
	<p>The Service Provider may terminate this Contract, by not less than sixty (60) days" written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. <u>Payment upon Termination</u></p> <p>Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. 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. d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.
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3. Obligations of the Service Provider

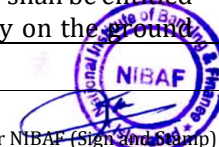
3.1. General

- 3.1.1. 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 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.
- 3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.
- 3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.
- 3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.
- 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.
- 3.1.6. The Service Provider shall disburse the salaries/wages/remuneration to its resources through Bank Account Transfer before 5th of each month and shall maintain verifiable evidence of such disbursement(s). The Service Provider shall comply with any code of conduct provided to the Service Provider by the Client from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Client.

3. Obligations of the Service Provider	
3.2. Indemnity	<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>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 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. <u>Prohibition of Conflicting Activities</u> 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 activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
3.4. Confidentiality	<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>



3. Obligations of the Service Provider	
	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.
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of personal injury, death, and loss of or damage to property of NIBAF 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.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to NIBAF. In case of failure, NIBAF 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 NIBAF, at all times against any loss, claim, damage, charge occurred to NIBAF 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 NIBAF 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 NIBAF's claim shall authorize NIBAF to deduct the claimed amount from the amount payable to Service Provider.</p>
3.6. Service Providers' Actions Requiring Client's Prior Approval	<p>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<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. The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the grounds</p>



3. Obligations of the Service Provider	
	that he/she had been posted by the Service Provider at any of the premises of NIBAF for performance of this contract.
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider shall be responsible to comply with all applicable laws of the land to fulfill the regulatory payments under Labor Laws which includes but not limited to:</p> <ul style="list-style-type: none"> f. Payment of at-least minimum wages/salaries/remuneration as notified by the respective Government. g. Ensure EOBI/Social Security registration of its resources and regular payment of contributions. h. Group Life and Medical Insurance. i. Casual, medical and maternity or any other leaves as per applicable laws. j. Any other requirement as applicable under the relevant law. <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>
3.9. Reporting Obligations	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.
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 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.
3.11. Penalties / Liquidated Damages	<p>3.11.1. @ 0.1% of total work done/ day to a maximum of 10% of the total work done. (applicable for Part A: works only)</p> <p>3.11.2. For each deficiency and poor service, NIBAF 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 NIBAF 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>3.11.3. In addition to the above penalty, the NIBAF would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of NIBAF and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.4. Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to NIBAF as and when required.</p>



3. Obligations of the Service Provider	
	3.11.5. 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.
3.12. Performance Guarantee / Retention Money	<p>3.12.1. The Service 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 in Pakistan, which will be valid 28 days beyond the Contract Period. 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> <p>3.12.2. Retention money shall be paid by the Employer to the Contractor after the expiry of defect liability period.</p>
1.1. Early Warning by the Service Provider	<p>1.1.1. The Service Provider shall warn NIBAF in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on NIBAF'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>1.1.2. NIBAF shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.</p> <p>1.1.3. 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>
1.2. Declaration	<p>1.2.1. 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 NIBAF through any corrupt business practice.</p> <p>1.2.2. The terms and conditions and the Schedules thereto represent the entire Contract and understanding between NIBAF 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>1.2.3. 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>1.2.4. Unless expressly provided, no term of this Contract is enforceable by any third party.</p> <p>1.2.5. This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without NIBAF's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.</p>



3. Obligations of the Service Provider	
	1.2.6. The Contract shall be governed by the laws of Pakistan and Service Provider and NIBAF agree to submit to the exclusive jurisdiction of the courts in Pakistan.

2. Scope of services	
2.1. Description of Services to be performed by the Service Provider	2.1.1. The scope of services to be performed by the Service Provider are described at Section VI-Part-1.

3. Obligations of the Client	
3.1. Provide information about the code of conduct	3.1.1. 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.
3.2. Change in the Applicable Law	<p>3.2.1.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>a. Adjustable Portion of Bid Price (AP)</p> <ul style="list-style-type: none"> i. Monthly wage ii. Employees Old Age Institution (EOBI)



	<p>iii. Sindh Employees Social Security Institution (SESSI)</p> <p>iv. Annual Leave Amount</p> <p>v. Gratuity</p> <p>vi. Sales Tax on Services</p> <p>b. Non-adjustable Portion of Bid Price (NAP)</p> <p>i. Group Life Insurance</p> <p>ii. Medical Insurance</p> <p>iii. Cost of Equipment</p> <p>iv. Cost of Uniform</p> <p>v. Overhead</p> <p>vi. Profit</p> <p>vii. Income Tax</p> <p>The price adjustment will be made only on adjustable portion as per following equation:</p> $P1 = Mr + Sr + Er + Gr + AL(r) + STr + NAP$ <p>Where:</p> <table border="1"> <tr> <td>P1 (Revised monthly amount)</td><td>Payable to the Service Provider.</td></tr> <tr> <td>Mr (Revised Wage)</td><td>$Mx + (Wn - Wo)$</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> </table> <p>Base Price Indices</p> <p>Mx is Rate quoted by bidder</p> <p>Wo is Base minimum wage at the time of bid submission</p> <p>Current Price Indices</p> <p>Wn is Revised monthly minimum wage rate</p> <p>3.2.2. 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
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AL(r) Annual Leave amount	will be calculated as per applicable law														
STr (Sales Tax on Services)	will be calculated as per applicable law														
3.3. Services and Facilities	3.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.														
3.4. Assistance and Exemptions	3.4.1. No assistance regarding exemption will be provided by the Client.														
3.5. Access To The Buildings/ Premises And Stores	<p>3.5.1. Before the commencement of the Contract, NIBAF will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per NIBAF Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.</p> <p>3.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of NIBAF to his office, store or other areas under his control while providing the Services under the Contract.</p>														
3.6. Performance / Completion Certificate	3.6.1. NIBAF will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.														

4. Payments to the Service Provider

4.1. Payments	4.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other
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4. Payments to the Service Provider	
	<p>costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3.</p> <p>4.1.2. The Employer shall verify the bills and payments shall be released to the Contractor within thirty (30) days after joint verification of the bill by the Employer & the Contractor and after deduction of retention money (10% of the net payable amount for each bill), applicable taxes or any such other sum determined by the Employer. (applicable for Part A: works only)</p>
4.2. Contract Price	<p>4.2.1. 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>4.2.2. 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>
4.3. Payment for Additional Services	<p>4.3.1. 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 NIBAF at any time. NIBAF shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{9 \text{ hours}}$
4.4. Terms and Conditions of Payment	<p>4.4.1. The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.</p> <p>4.4.2. In case of unavailability of services, NIBAF will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{\text{Number of days for which services remained unperformed}}$ <p>4.4.3. Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of NIBAF 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>4.4.4. With every monthly invoice for release of payment, the Service Provider shall attach evidence of timely disbursement of</p>

4. Payments to the Service Provider	
	wages/salaries/remuneration and other regulatory payments to its resources used under this contract for the preceding month.
4.5. Currency of Payment	4.5.1. All Payments shall be made in Pak. Rupees.
4.6. Taxes and Duties	<p>6.6.1 All applicable taxes shall be deducted by NIBAF 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>

5. Quality Control	
5.1. Performance Standards	5.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.
5.2. Correction of Defects, and Penalty for Lack of Performance	<p>5.2.1. NIBAF 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. Defect Liability will be 365 Days from date of completion of work for the scope under Part A of BOQ. 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, NIBAF will impose a penalty as per Clause 3.11.</p> <p>5.2.2. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, NIBAF may issue notice to the Service Provider.</p> <p>5.2.3. 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, NIBAF may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and NIBAF shall also debar the Service Provider from participation in future Contracts.</p>

6. Resolution of Disputes	
6.1. Disputes Resolution Procedure	<p>6.1.1. If any dispute arises between the parties (Service Provider and NIBAF), 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 NIBAF who will examine the matter in detail and give a decision.</p> <p>6.1.2. In case any party is not satisfied with the decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.</p>

7. Health, Safety, Utilities, First Aid Facilities



7.1. Health, Safety, Environment and Security (HSE&S)	<p>7.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as NIBAF's instructions, procedures or policies related thereto, at no additional cost to NIBAF. 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>7.1.2. NIBAF may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that NIBAF's recommendations and industry standards in this regard are implemented without any delay.</p> <p>7.1.3. The Service Provider shall provide NIBAF information about its working practices, materials and equipment and shall operate in a manner which does not compromise NIBAF's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide NIBAF with any information which it may have related to a potential or actual security threat to NIBAF.</p> <p>7.1.4. The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p> <p>7.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ol style="list-style-type: none"> Use of clean fuels to minimize air polluting emissions. Control of other air pollutants. Recovery and recycling of usable materials. Control of vehicle noise. Control of noise from power facilities. Limitation of Vibrations. Preservation of natural land to the extent possible. Preservation of archaeological Sites. Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc. <p>7.1.6. NIBAF reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of any of the above instructions by the Service Provider and related HSE&S requirements of NIBAF communicated to the Service Provider from time to time.</p>
7.2. Electric Power Supply, Water Supply, Telephone etc.	<p>7.2.1. Water and electric power for rendering the services under the Contract will be provided by NIBAF. 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 NIBAF.</p>
7.3. First aid Facilities	<p>7.3.1. The Service Provider shall provide 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.</p>

8. Corrupt and Fraudulent Practices							
8.1. Corrupt & Fraudulent Practices	<p>8.1.1. 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 Rule 2(1)(f) of PPR 2004 which defines:</p> <ul style="list-style-type: none"> i. <i>"corrupt and fraudulent practices"</i> in respect of procurement process, shall be either one or any combination of the practices including,- 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; 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; 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; 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 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;" 						
8.2. Mechanism Blacklisting and cross-debarring	<p>8.2.1. 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>8.2.2. 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>8.2.3. Under Rule 19 of PPR-2004, "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="555 1627 1328 1894"> <thead> <tr> <th>NATURE OF OFFENSE / FAULT</th><th>MEANS OF VERIFICATION</th></tr> </thead> <tbody> <tr> <td>Corruption</td><td>Actual instance verifiable as per law of land and applicable rules and regulations of SBP</td></tr> <tr> <td>Deviation from commitment</td><td>If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</td></tr> </tbody> </table>	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Deviation from commitment	If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION						
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	Fraud	Cross verification of documentary undertakings submitted by Contractor/Bidder/Consultant/Supplier
	Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion
	Performance Deficiencies	Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/Bidder/ Supplier/ Consultant
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 NIBAF will be final and conclusive.		
8.3. Beneficial Ownership information	8.3.1. Beneficial Ownership information 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: <ol style="list-style-type: none"> Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, Reject the bid of the said company. 	

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.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(b)	The Client is Means National Institute of Banking Finance (NIBAF), <i>Islamabad</i>
1.1.1(c)	The Service Provider is <i>[insert name]</i>
1.1.1(d)	The Title & Reference of the procurement is; <i>Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF Islamabad</i> <i>Reference No: Lot-II</i>
1.5	The addresses are: Client: National Institute of Banking and Finance (NIBAF) Pitras Bukhari Road, H-8/1, Islamabad
1.6	The Authorized Representatives will be nominated in the Work order.
2.2	2.2.1 The completion time for Part A: works is 60 calendar days.
3.12	5% of the Contract Price stated in Letter of Acceptance / Award in the form of Pay Order/Demand Draft/Deposit at Call/Bank Guarantee from any Scheduled Bank registered in Pakistan. The Performance Security would remain valid 28 days beyond the contract expiry date.
6.5	Payment shall be made in Pak Rupees.
8.1.2	Place of arbitration would be Islamabad.

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by SBP BSC. 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.)

For Bidder (Sign and Stamp)A circular purple stamp of the National Institute of Banking & Finance (NIBAF). The text "National Institute of Banking & Finance" is written around the perimeter, and "NIBAF" is in the center. A signature is written across the stamp.

For NIBAF (Sign and Stamp)

SECTION VIII- Contract for Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF Islamabad

This Contract _____ at National Institute of Banking & Finance, Islamabad the _____ day of the month of _____ 202__.

BETWEEN

National Institute of Banking & Finance represented by the _____ (hereinafter referred as "NIBAF") (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 NIBAF is desirous of _____ from an independent Service Provider for which purpose NIBAF 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 NIBAF's ITB and the bid of the Service Provider has been accepted by NIBAF, where after, NIBAF has offered to the Service Provider to perform the services as per this contract.

AND WHEREAS the Service Provider having represented to NIBAF that they have the required professional skills, and personnel and technical resources, 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 NIBAF 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) NIBAF 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 National Institute of Banking & Finance _____

[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 National Institute of Banking & Finance)

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 National Institute of Banking & Finance (hereinafter referred as "NIBAF") in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to NIBAF, 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'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, 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 without delay upon the NIBAF's first written demand without cavil or arguments and without requiring NIBAF to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NIBAF'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's designated NIBAF and Account Number.

PROVIDED ALSO THAT NIBAF 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 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.

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)



**STATE BANK OF PAKISTAN
NATIONAL INSTITUTE OF BANKING AND FINANCE (NIBAF)
ISLAMABAD**



**Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF,
Islamabad**

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

FEBRUARY 2024

Section V- Form for Financial Bid

**Form-I Financial Bid Submission Form
(Financial Bid Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)**

Date: _____

To:

National Institute of Banking and Finance,
Islamabad.

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**

Name of Bidder _____

Reference Number:

Overhauling & Revamping of 02 Nos. Direct Fired Absorption chillers at NIBAF, Islamabad
Part A; Works

S No.	Description of Item	Qty.	Unit	Unit Rate	Total Amount
1	Complete descaling of evaporator, absorber and condenser of 02 Nos. of direct fired SANYO made absorption chillers along with cooling tower sets at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	02	Jobs.		
2	Descaling, Servicing of cooling tower fills of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	02	Jobs.		
3	Supply and charging of Libr based inhibitor of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	06	Liters.		
4	Supply and charging of Octyl Alcohol of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	08	Liters.		
5	Supply & installation of pressure switch of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	04	Nos.		
6	Supply & installation of pressure gauges of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	04	Nos.		
7	Supply and installation of temperature gauges of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge	04	Nos.		
8	Supply & installation of Gas line solenoid of chiller # 02 of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	No.		

For Bidder (Sign and Stamp)

For NIBAF (Sign and Stamp)



9	Supply & installation of burner solenoid of chiller # 02 of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	No.		
10	Supply & installation of copper made heat exchanging tubes of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	18	Nos.		
11	Supply & installation of damper motor of 02 # direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	No.		
12	Supply & installation of flow sensor of 02 # direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	No.		
13	Application of anti-rust paint on all lines and base footings of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	Job		
14	Revamping of locks, conducting, cable dressing of 02 Nos. of direct fired SANYO made absorption chillers at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	Job		
15	Partial DE crystallization of chiller # 02 if necessary & Supply & charging of Libr solution provided if found less during testing direct fired SANYO made absorption chiller at NIBAF, Islamabad which should be Complete in all respect as per directions of Engineering In Charge.	01	Job		
Part A: Total Quoted Amount (Including All Taxes and other charges)					
For Part A: In words (Rs.) _____Only.					

Part B: Services

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 applicable taxes etc. (Rs.)	Annual Amount (Rs.)
1	(Technical services) Fee		
2	(Electrical services) Fee		
3	(Technical Assistance services) Fee		
4	(Technical support services) Fee		
Part B: Total Fee for One Year (Rs) =			
For Part B: In words (Rs.) _____ Only.			

TOTAL QUOTED BID AMOUNT (Part A + Part B) = Rs. _____.

For Part A+ Part B: In words (Rs.)
_____ **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. Since participating bidders are required to ensure compliance with relevant laws, therefore, NIBAF / SBP BSC may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid in order to ascertain the economic viability.
4. While assessing the economic viability, if NIBAF / SBP BSC found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of contract, NIBAF / SBP BSC reserves the right to reject such bid/s.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

