



BIDDING DOCUMENTS

*Procurement of Security Services for National Institute
of Banking & Finance (NIBAF)*

August 2022

This document is subject to copyright.

This document may be used and reproduced for non-commercial purposes only. Any commercial use, including without limitation reselling, charging to access, redistribute, or for derivative works such as unofficial translations based on these documents is not allowed.

Table of Contents

Part I – Selection Procedures and Requirements

Section I..... Invitation for Bids
Section II Instruction to Bidders
Section III..... Technical Proposal – Standard Forms
Section IV..... Minimum Eligibility/Qualification Criteria
Section V..... Financial Proposal – Standard Forms

Part II – Conditions of Contract and Contract Forms

Section VI..... Form of Contract, Description of Services & Appendices



NATIONAL INSTITUTE OF BANKING & FINANCE (NIBAF)

Invitation for Bids (IFB)

IFB No. NIBAF (Proc.)/Security Services/0000730/2022

National Institute of Banking & Finance (NIBAF) invites sealed bids (Single Stage-Two Envelope procedure) from registered security companies/firms for “providing security services” at its campus situated at H-8/1 Islamabad. The participating security company must have the NOC to operate in Islamabad.

The prospective bidders may download the advertisement and bidding documents 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 can be obtained on working days (except Saturday & Sunday 09:00 A.M. to 1:00 PM) upon written request on company’s letter head from National Institute of Banking & Finance.

A Pre-Bid meeting with bidders who have obtained / downloaded the bidding documents will be held on **August 29 at 11:00 AM** to address their queries.

The bids (separate sealed technical & financial proposal) prepared in accordance with the instructions provided in the Bidding Documents must reach at office of the undersigned in a hard form and submitted (in person, or by post) on or before **September 07, 2022 at 11:00 AM. The Technical Proposals will be opened on** the same day at **11:30 AM** in the presence of representatives of firms who may choose to attend. The financial proposals of the technically qualified bidders only will be opened at a later stage.

NIBAF reserves the rights to cancel the bids under PPRA Rules.

No query will be entertained on telephone.

Sr. Joint Director Administration,
National Institute of Banking & Finance
H-8/1 Pitras Bukhari Road, Islamabad
Tel: 051-9269844

Section II: Instructions to Bidders (ITB)

1. Scope of Bid	<p>1.1. National Institute of Banking & Finance (NIBAF) situated at Sector H-8/1, Pitras Bukhari Road, Islamabad, hereinafter called the “Client”, issues this Bidding Documents for procuring the <u>Security Services</u> as specified in Section VI (Appendix A).</p> <p>1.2. The procurement title, reference number, method and procedure are specified in the Bid Data Sheet (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 minimum eligibility/ qualification criteria given in BDS.</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 Client 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 Pulic Procurement Rules-2004 (PPR-2004), shall not be permitted to submit the bid. The bidder must not have been 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 Client, as the Client shall reasonably request.</p> <p>2.7. Bidder should meet all the minimum eligibility conditions as defined in BDS however, after explicitly fulfilling the criteria (as mentioned in 2.7 of BDS) by the bidders, they will be further evaluated in terms of various parameters as given in Clause 3.2 of BDS.</p>
3. Qualification of the Bidders	<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>5. Cost of Bidding</p>	<p>5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Client in no case be held responsible or liable for those costs.</p>
<p>6. Content of Bidding Documents</p>	<p>6.1. The contents of the Bidding Documents are in accordance with 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) 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. Description of Services ix. Delivery Schedule x. Bid Evaluation Criteria xi. 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>
<p>7. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>7.1. As per Rule 31 of PPR-2004, a prospective Bidder requiring any clarification of the Bidding Documents may notify in writing at the given address and by one of the means indicated in the BDS. The Client will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days before the deadline of submission of bids. Copies of the Client'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 Client.</p> <p>7.2. Under the provision of Rule 48 of PPR 2004, 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</p> <p>7.3. As specified in the BDS, the Client 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</p>

	<p>be transmitted without delay to all those that received the Bidding Documents from the Client. 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 Client by issuing an Addendum under ITB Clause 8.</p>
<p>8. Amendment of Bidding Documents</p>	<p>8.1. At any time before the deadline for submission of bids, the Client, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, may amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.</p> <p>8.2. Amendments will be provided in the form of an Addendum to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Client and will also publish the same in a manner similar to the original advertisement. The addendum will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addendum. 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>8.3. To provide prospective Bidders reasonable time to take the amendments into account in preparing their bids, the Client may, at its discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004.</p>
<p>9. Language of Bid</p>	<p>9.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be in English or Urdu (as the case may be).</p>
<p>10. Documents Comprising the Bid</p>	<p>10.1. The bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> i. Forms for Technical Proposal under Section III ii. Documents related to Minimum Eligibility/Qualification Criteria under Section IV iii. Forms for Financial Proposal under Section V iv. Any other materials/ services required to be completed and submitted by bidders, as specified in the Bid Data Sheet.
<p>11. Bid Prices</p>	<p>11.1. The Contract shall be for the Services, as described in the Appendix A of the contract.</p> <p>11.2. The Bidder shall quote rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Price Schedule.</p> <p>11.3. All duties, indirect taxes, 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 new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price.</p>

	<p>11.4. 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>
<p>12. Currencies of Bid and Payment</p>	<p>12.1. The cost shall be quoted by the Bidder and the payments to be made by the Client would be in Pak Rupees unless otherwise provided at Special Conditions of Contract.</p>
<p>13. Bid Validity</p>	<p>13.1. Bids shall remain valid for the period specified in the BDS.</p> <p>13.2. In exceptional circumstances, the Client 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 refusing the request shall be allowed to withdraw its bids without forfeiting its 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>
<p>14. Bid Security</p>	<p>14.1. The bid security shall be denominated in the currency of the bid:</p> <ul style="list-style-type: none"> i. 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 ; ii. be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Client before bid submission; iii. be payable promptly upon written demand by the Client; iv. be submitted in its original form; copies will not be accepted; v. In the case of Bank Guarantee, it shall remain valid for at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested under ITB Clause 13.2. vi. bids submitted with insufficient bid security will be rejected. vii. bid security of unsuccessful bidders will be released/ returned after the conclusion of the procurement process, as soon as possible, upon receipt of the nomination to receive the instrument. viii. the successful Bidder's bid security will be released/ returned upon the submission of performance security. <p>14.2. The bid security may be forfeited:</p>

	<p>i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form.</p>
<p>15. Format and Signing of Bid</p>	<p>15.1. The Bidder shall prepare one original and at least one copy of the bid specified in the BDS, clearly marking each one as “ORIGINAL BID” and “COPY NO. 1.” In the event of any discrepancy between them, the originally submitted hardcopy shall prevail.</p> <p>15.2. The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign 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.</p> <p>15.3. 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>
<p>16. Sealing and Marking of Bids</p>	<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 Client 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 Client will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p>17. Deadline for Submission of Bids</p>	<p>17.1. Bids must be received (through an authorized representative or courier/postal service) by the Client at the address specified in the BDS, no later than the bid submission deadline specified in the BDS.</p> <p>17.2. The Client 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 Client and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>
<p>18. Late Bids</p>	<p>18.1. Any Bid received (through an authorized representative or courier/postal service) by the Client after the deadline</p>

	prescribed in ITB Clause 17 will be returned unopened to the Bidder.
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 Client before the deadline prescribed for submission of bids under ITB Clause 17.</p> <p>19.2. No bid may be modified after the deadline for submission of bids.</p> <p>19.3. No bid may 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 may result in the forfeiture of Bidder's bid security.</p>
20. Bid Opening	<p>20.1. The Client 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. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by the Client 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>21.2. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Client's prior written consent.</p> <p>21.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, the Client may reject its bid and/or terminate the contract.</p>
22. Clarification of Bids	<p>22.1. During the bid evaluation, the Client 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 (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 Client will examine the bids to determine whether;</p> <ol 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;

	<p>vi. Bidder has provided all forms of Technical Proposal under Section III and relevant documents under Section IV</p> <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 Client for any arithmetic errors. Arithmetical errors will be rectified by the Client 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; ii. if there is a discrepancy between the amounts in figures and words, the amount in words will prevail. <p>24.2. The amount stated in the Bid will be adjusted by the Client 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.</p>
25. Evaluation and Comparison of Bids	<p>25.1. The Technical Proposals of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. The submitted Technical Proposal and other Commercial/ Financial Requirements of the bidding documents will be evaluated on compliance base or score base or combination of both methods (as the case may be).</p> <p>25.3. The Financial Proposals of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p>
26. Contacting the Client	<p>26.1. No Bidder shall contact the Client on any matter relating to its bid, from the time of the bid opening till award of contract subject to ITB Clause 21. If any Bidder wishes to bring additional information to the notice of the Client, it should do so in writing at the address given in BDS.</p>
27. Award Criteria	<p>27.1. The contract will be awarded to the successful Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the</p>

	Most Advantageous. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. Client's Right to Reject all the Bids	28.1. The Client 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 ,
29. Client's Right to Vary Inputs/ Outputs at Time of Award	29.1. The Client reserves the right at the time of contract award to increase or decrease in input or output without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of Rule 40 of the PPRA must be ensured.
30. Notification of Award and Signing of Contract	30.1. Prior to the expiration of the period of initial/extended bid validity, the Client will notify the successful Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted. 30.2. The Notification of Award will constitute the formation of the Contract. 30.3. Upon the successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 32 , the Client will discharge its bid security. 30.4. Within twenty one (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Client. The successful bidder shall sign the Contract on stamp paper after paying stamp duty as per the relevant applicable stamp act.
31. Disqualification Prior to Signing of Contract	31.1. If all bids are proposed to be rejected the conditions required at Rule 33 of PPR-2004 shall be met. However, after issuance of Notification of Award and before entry into force of the procurement contract as per Rule 2 (1)(h) of PPR-2004 , if a Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any reason that has led to the disqualification of a bidder or if the conditions of his qualification are invalid, the next Most Advantageous bid will be considered as responsive provided accepting this bid does not conflict with Rule 2 (1)(I) . 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 and prior approval of the competent authority of the Client must also be obtained.
32. Performance Guarantee	32.1. Within thirty (30) days or any other period specified in BDS, of the receipt of notification of award from the Client, the successful Bidder shall furnish the performance guarantee for an amount as specified in BDS as per the Performance Guarantee Form provided in the bidding documents,. 32.2. Failure of the successful Bidder to comply with the requirements of ITB Clause 32.1 shall constitute

	<p>sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next Most Advantageous bidder.</p>
33. Advance Payment and Security	<p>33.1. The Client 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.</p>
35. Code of Conduct	<p>35.1. It is the Client'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 Client follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p><i>"corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-</i></p> <ul style="list-style-type: none"> <i>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;</i> <i>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;</i> <i>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;</i> <i>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</i> <i>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;"</i> <p>35.2. Under Rule 19 of PPR-2004, the Client can inter alia blacklist the bidders found to be indulged in corrupt or fraudulent practices. Such barring action shall be duly communicated to the PPRA.</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 Client management:

Nature of Offense/ Fault	Means of Verification	Action By the Committee
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 Client • Cross verification of documentary undertaking submitted by Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
Bidder failed to abide with Bid Form / Bid Securing Declaration.	Failed to abide with Bid Form / Bid Securing Declaration.	Blacklisted and cross-debarred for the period up to 06 months.

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.

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 Client and the bidder shall be solely responsible for seeing that a proper receipt is provided.

35.5. Under **Rule 7 of PPR 2004**, bidder undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI (Appendix J)** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Client.

35.6. Client's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the Client's interests'

paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, 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.

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:

- i. A bidder that has been engaged by the Client 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 Client's staff who is directly or indirectly involved in any part of
 - 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 Client.
- iv. Bidders shall not recruit or hire any agency or current employees of the Client. Recruiting former employees of the Client 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 Client 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.

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: <i>Procurement of Security Services for National Institute of Banking & Finance (NIBAF)</i> • Reference Number: <i>IFB No. NIBAF (Proc.)/Security Services/0000730/2022</i> • Procurement Method: <i>Open Competitive Bidding as per Rule 21 of PPR-2004</i> • Procurement Procedure: <i>"Single Stage Two Envelopes Procedure" as per Rule-36(b) of PPR-2004</i> 																		
2.7 & 3.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">#</th> <th style="text-align: center;">Minimum Eligibility/ Qualification Criteria</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>The bidding firm must appear on the Active Tax Payers List of FBR.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>The bidder must have a Valid Business License held to operate security services within Islamabad Capital Territory (ICT).</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>The bidder must be an active member of All Pakistan Security Agencies Association.</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>The bidder should have at least 10 years of experience to reputable organizations and have 03 contracts cumulatively amounting Rs. 10 (ten) million (annually) within last 03 years either completed or running and have office in Rawalpindi/ Islamabad.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>The bidder must be enlisted on Pakistan Bank's Association (PBA) panel of approved security agencies.</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>The bidder should submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>The bidder's services should have never been terminated by SBP or any of its subsidiaries due to quality/quantity related issues.</td> </tr> <tr> <td style="text-align: center;">8.</td> <td>Bid Security of Rs. 200,000/- (Rupees Two Hundred Thousand Only) in favor of National Institute of Banking & Finance (NIBAF)</td> </tr> </tbody> </table>	#	Minimum Eligibility/ Qualification Criteria	1.	The bidding firm must appear on the Active Tax Payers List of FBR.	2.	The bidder must have a Valid Business License held to operate security services within Islamabad Capital Territory (ICT).	3.	The bidder must be an active member of All Pakistan Security Agencies Association.	4.	The bidder should have at least 10 years of experience to reputable organizations and have 03 contracts cumulatively amounting Rs. 10 (ten) million (annually) within last 03 years either completed or running and have office in Rawalpindi/ Islamabad.	5.	The bidder must be enlisted on Pakistan Bank's Association (PBA) panel of approved security agencies.	6.	The bidder should submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	7.	The bidder's services should have never been terminated by SBP or any of its subsidiaries due to quality/quantity related issues.	8.	Bid Security of Rs. 200,000/- (Rupees Two Hundred Thousand Only) in favor of National Institute of Banking & Finance (NIBAF)
#	Minimum Eligibility/ Qualification Criteria																		
1.	The bidding firm must appear on the Active Tax Payers List of FBR.																		
2.	The bidder must have a Valid Business License held to operate security services within Islamabad Capital Territory (ICT).																		
3.	The bidder must be an active member of All Pakistan Security Agencies Association.																		
4.	The bidder should have at least 10 years of experience to reputable organizations and have 03 contracts cumulatively amounting Rs. 10 (ten) million (annually) within last 03 years either completed or running and have office in Rawalpindi/ Islamabad.																		
5.	The bidder must be enlisted on Pakistan Bank's Association (PBA) panel of approved security agencies.																		
6.	The bidder should submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).																		
7.	The bidder's services should have never been terminated by SBP or any of its subsidiaries due to quality/quantity related issues.																		
8.	Bid Security of Rs. 200,000/- (Rupees Two Hundred Thousand Only) in favor of National Institute of Banking & Finance (NIBAF)																		
7.3	<ul style="list-style-type: none"> • A Pre-Bid meeting will take place on August 29, 2022 at 11:00 AM. 																		
11.4	<ul style="list-style-type: none"> • The Contract is NOT subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional indirect tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new indirect tax or duty, the contract price would be adjusted accordingly. 																		
13.1	<ul style="list-style-type: none"> • The period of Bid validity shall be 180 (One Hundred Eighty Days) after the opening of the Bids. 																		
14.1	<ul style="list-style-type: none"> • Bid Security of Rs. 200,000/- (Rupees Two Hundred Thousand Only) in favor of NIBAF shall be enclosed along with the Technical Proposal. • 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.) 																		
3.1 & 16.1	<ul style="list-style-type: none"> • 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 																		

ITB Clause	Description
	<p>be marked as “ORIGINAL TECHNICAL PROPOSAL” and “ORIGINAL FINANCIAL PROPOSAL” in bold letters.</p> <ul style="list-style-type: none"> • The outer envelope shall be addressed to the Client 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. • <u>Following should be the contents of the Technical Proposal Envelope:</u> <ol style="list-style-type: none"> 1. Form I of Section III – Authorization Form for Bidder’s Representative 2. Form II of Section III – Technical Proposal Submission Form 3. 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 4. Form IV of Section III – Technical Compliance Form 5. Form V of Section III – Undertaking 6. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV • <u>Following should be the contents of the Financial Proposal Envelope:</u> <ol style="list-style-type: none"> 1. Form-I of Section V – Financial Proposal Submission Form 2. Form-II of Section V – Price Schedule • <u>Important Note:</u> <ol style="list-style-type: none"> i. Above mentioned forms are pre-requisite, non-availability of the above-mentioned documents will result in the rejection of a bid.
17	<ul style="list-style-type: none"> • The Client’s address for Bid submission is <p style="text-align: center;">Director Administration, National Institute of Banking & Finance</p> <p style="text-align: center;">H-8/1 Pitras Bukhari Road Islamabad Tel: 051-9269847</p> • The Client 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 September 07, 2022 at 11:00 AM (PST).
20	<ul style="list-style-type: none"> • Bids will be opened on September 07, 2022 at 11:30 AM (PST) at the following address: <i>NIBAF Library H-8/1 Pitras Bukhari Road Islamabad</i>
29.1	<ul style="list-style-type: none"> • Fifteen percent (15%) increase or decrease of inputs or output.
32.1	<ul style="list-style-type: none"> • The bidder must furnish a Performance Guarantee @ 5% (Five Percent) of the Contract Price (in the shape of unconditional Bank Guarantee from a Bank of repute. The Bank Guarantee must remain valid 28 days beyond the expiry date of the contract.

Section III: Forms for Technical Proposal

- 1. Form I – Authorization Form for Bidder’s Representative**
- 2. Form II – Technical Proposal Submission Form**
- 3. Form III – Bid Security Form/Bank Guarantee**
- 4. Form IV – Technical Compliance Form**
- 5. Form V – Undertaking**

Form I

(Authorization Form for Bidder's Representative)

(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

IFB No: IFB No. NIBAF (Proc.)/Security Services/0000730/2022
Title: Procurement of Security Services for National Institute of Banking & Finance (NIBAF)

We, **M/s <Firm Title>** , incorporated under <mention the relevant Act/ordinance/regulation> having its registered office at **<complete business address>** do hereby nominate **Mr./Ms. <Complete Name>**, **<Designation>**, CNIC# **<xxxxx-xxxxxxx-x>** 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 Proposal Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

To:

The Director Administration
National Institute of Banking & Finance
State Bank of Pakistan
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 Proposal and Schedule of Prices attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in **Appendix A** 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 Client.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 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 _____

Over Stamp Paper

(Bid Security Form/Bank Guarantee)

To:

The Director Administration
National Institute of Banking & Finance

Islamabad.

Whereas M/s _____ (hereinafter called "the Bidder") has submitted its Bid dated ----
---- for ----- (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [*name of Financial Institution*] of *Pakistan*,
having our registered office at [*address of Financial Institution*] (hereinafter called "the Bank"),
are bound unto *National Institute of Banking & Finance (NIBAF)* (hereinafter called "the
Client") in the sum of **(Amount)** for which payment well and truly to be made to the said Client,
the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

- a) has withdrawn or modified its Bid during the period of Bid Validity specified in the Form of Bid; or
- b) Disagreement to arithmetical correction made to the Bid price; or
- c) having been notified of the acceptance of Bid by the Client during the period of Bid Validity, (i) fails to sign the contract if required by Client to do so or (ii) fails or refuses to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

2. We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client states the amount claimed by it is due to it, owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

Signed _____ [*Signature of the Bank*] _____

Dated on day of 20

Form IV

Technical Compliance Form
(ON SERVICE PROVIDER'S LETTERHEAD)

Sr.#	Description	Bidder Response (Yes/No)
1	All the requirements mentioned in Appendix A "Description of the Services / Performance Specifications/ Terms of Reference.	
2	All the stated Terms and Conditions of the Contract.	

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*

(Over Stamp Paper of Rs. 100)

Undertaking

Affidavit for Bidder's Blacklisting Status

Dear Sir,

I/We hereby confirm and declare that I/We, M/s -----, has neither been Blacklisted/debarred under **Rule 19 of PPR-2004** nor proscribed by National Counter Terrorism Authority (NACTA).

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 or Performance Guarantee, as the case may be, and termination of the contract.

Seal & Signature of Bidder: _____

Date: _____

Section IV: Minimum Eligibility/Qualification Criteria

#	Minimum Eligibility/ Qualification Criteria	Means of verification	Bidder's Assessment
1.	The bidding firm must appear on the Active Tax Payers List of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR.	
2.	The bidder must have a Valid Business License held to operate security services within Islamabad Capital Territory (ICT).	Copies of valid License	
3.	The bidder must be an active member of APSAA.	Sufficient documentary proof/certificate of membership	
4.	The bidder should have at least 10 years of experience to reputable organizations and have 03 contracts cumulatively amounting Rs. 10 (ten) million (annually) within last 03 years either completed or running and have office in Rawalpindi/ Islamabad.	Copies of contract/ certificates of registration/work order/office address etc.	
5.	The bidder must be enlisted on Pakistan Bank's Association (PBA) panel of approved security agencies.	Sufficient documentary proof/certificate of membership	
6.	The bidder should submit an affidavit that it has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Undertaking required on stamp paper of Rs.100/-	
7.	The bidder's services should have never been terminated by SBP or any of its subsidiaries due to quality/quantity related issues.	Undertaking required on stamp paper of Rs.100/-	
8.	Bid Security of Rs. 200,000/- (Rupees Two Hundred Thousand Only) in favor of National Institute of Banking & Finance (NIBAF)	As per Para 14.1 of ITB	

Seal and Signature of Bidder: _____

Section V: Forms for Financial Proposal

- 1. Form I – Financial Proposal Submission Form**
- 2. Form II – Price Schedule**

Form I

(Financial Proposal Submission Form)
(ON SERVICE PROVIDER'S LETTERHEAD)

Date: _____

To:

The Director Administration
National Institute of Banking & 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 Proposal and Schedule of Prices attached hereto and made part of this Bid.

We undertake, in case our Bid is accepted, to deliver the services in accordance with the schedule specified in the **Appendix A** 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 Client.

We agree to abide by this Bid for a period of **180 (One Hundred Eighty Days)** from the date fixed for Bid opening under **Clause 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

(ON SERVICE PROVIDER'S LETTERHEAD)

Name of Bidder _____

Reference Number: IFB No. NIBAF (Proc.)/Security Services/0000730/2022

Sr.#	Description of services	Service Point	First year				Second year				Third year				Total Bid For Three Years
			Service Charges/ Service Point	Total Monthly Charges	Total Applicable Tax/s	Annual Charges	Service Charges/ Service Point	Total Monthly Charges	Total Applicable Tax/s	Annual Charges	Service Charges/ Service Point	Total Monthly Charges	Total Applicable Tax/s	Annual Charges	
			S	P	A=SxP	B=TxA	12*(A+B)	P	A=SxP	B=TxA	12*(A+B)	P	A=SxP	B=TxA	
1.	Armed Security Services	14													
2.	Lady Search Services	01													
3.	Supervision Services (on need basis)	02													
Total Bid Cost (Rs.) for Three Years															

Note

- Bidder shall fulfill all prevailing & applicable laws of Pakistan necessary for execution of these services.
- Service Provider is required to incorporate all kinds of related cost in provision of mentioned services, including the costs of backup arrangement.
- In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Client at any time. The client shall make an additional payment to the Service Provider on the pro-rata basis. The pro-rata calculation will be made by using following formula: $\left(\frac{\text{Monthly charges as per services execution plan (per point)}}{30}\right) / (8)$
- In case of interruption in services client will make deductions accordingly. The deduction will be made by using following formula: $\left(\frac{\text{Monthly charges as per services execution plan (per point)}}{30}\right) * \text{No. of days for which services remained unperformed}$
- Since participating bidders are required to ensure compliance with relevant laws, therefore, client may ask any or all of the bidders whose financial bid will be opened for breakup of financial bid in order to ascertain the economic viability.
- While assessing the economic viability, if client found that cost quoted by the any technically qualified bidder is not workable to comply the provisions of service execution plan (compliance of relevant laws including labour laws), client reserves the right to reject such bid/s.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Section VI: Form of Contract

(Payment of Stamp Duty as Per the Prevailing Rates Will Be the Responsibility of the Successful Bidder)

CONTRACT FOR SERVICES

Lump-Sum

***Procurement of Security Services for National Institute
of Banking & Finance (NIBAF)***

Between

(Name of the Client)

and

(Name of the Service Provider)

DD-MM-YYYY

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on this ____ day of the month of **mm**, **yyyy** between, **National Institute of Banking & Finance (NIBAF)** (hereinafter called the "**Client**") having its registered office at H-8/1 Pitras Bukhari Road Islamabad, {**Service Provider Name** } (hereinafter called the "**Service Provider**") having its office at -----.

WHEREAS,

- a) the Client has requested the Service Provider to provide certain Services as defined in the **Appendix A** to this Contract (hereinafter called the "**Services**");
- b) the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions outlined in this Contract at the service charges mentioned in **Appendix D** titled breakdown of the contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Services and Facilities Provided by the Client
 - Appendix C: Focal Persons
 - Appendix D: Breakdown of the Contract Price
 - Appendix E: Schedule of Payments
 - Appendix F: Service Provider's Bid
 - Appendix G: Notification of Award
 - Appendix H: Letter of Acceptance
 - Appendix I: Performance Guarantee
 - Appendix J: Integrity Pact

2. The mutual rights and obligations of the Client and the Service Provider shall be as outlined in the Contract, in particular:

- a) The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as "The Service Provider's employee (s)" in accordance with the provisions of the Contract; and
- b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.

3. The Service provider shall provide the Services during the period commencing dd-mm-yyyy and continuing through dd-mm-yyyy or any other period as may be subsequently agreed by the parties in writing.

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 the Client	For and on behalf of the Service Provider
<p style="text-align: center;"><i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i></p>	<p style="text-align: center;"><i>[Authorized Representative]</i> <i>(Name, Designation, Official Stamp and signature)</i></p>
Witness 1	Witness 1
<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>	<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>
Witness 2	Witness 2
<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>	<p>Name: _____</p> <p>CNIC# _____</p> <p>Signature: _____</p>

A. General Conditions of Contract (GCC)

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan.
- b) **“Client”** means National Institute of Banking & Finance (NIBAF) that signs the Contract for the Services with the selected Service Provider.
- c) **“Service Provider”** means M/s (Name of the Successful Service Provider) registered under Relevant Act/Regulation/Ordinance etc.
- d) **“Contract”** a legally binding written agreement signed between the Client and the Service Provider and includes all the attached documents listed under **Clause 1** of Form of Contract which includes General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Appendices.
- e) **“Day”** means a Gregorian calendar day unless indicated otherwise.
- f) **“Services”** means the work to be performed by the Service Provider under this Contract, as described in **Appendix A** hereto.
- g) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by the Client
- h) **“GCC”** means these General Conditions of Contract;
- i) **“Government”** means the Government of the Islamic Republic of Pakistan ;
- j) **“Party”** means the Client or the Service Provider, as the case may be, and “Parties” means both of them;
- 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.

1. General Provisions	
	o) “Local Currency” means the currency of Islamic Republic of Pakistan.
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 the language specified in the SCC 3.5 , 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 Appendix A 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. Inspection and Audit by the Client	1.7.1. 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.
1.8. Taxes, Duties and other Applicable Laws	<p>1.8.1. The Service Provider shall ensure 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 currency of this contract shall be adjusted in the contract price by both parties.</p>

2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into force and effect on the date (the "Effective Date") as mentioned in SCC .
2.2. Commencement of Services	2.2.1. The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3. Intended Completion Date	2.3.1. Unless terminated earlier under Clause 2.6 , the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.11 . In this case, the Completion Date will be the date of completion of all activities.
2.4. Modification	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. <u>Definition</u> For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per 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> <ul style="list-style-type: none"> a. has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Contract, and b. has informed the other Party as soon as possible about the occurrence of such an event. <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 thirty (30) 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 (f) of this Clause 2.6.1 and sixty (60) days in the case of the event referred to in (g):</p> <ul style="list-style-type: none"> a) if the Service Provider do not remedy a failure in the

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

performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing;

- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as a result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not provide a Performance Guarantee under **Clause 3.12**
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid under **Sub-Clause 3.11.1** and the **SCC**;
- g) if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Client, such notice to be given after the occurrence of any of the events specified in following paragraph of this **Clause 2.6.2**:

- a) 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.

2.6.3. Payment upon Termination

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:

- a) Payment of services under **Clause 6** for Services satisfactorily performed by the Service Provider 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.

3. Obligations of the Service Provider	
3.1. General	<p>3.1.1. The Service Providers shall perform the Services in accordance with the Description of the Services 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.</p> <p>3.1.2. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.3. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.4. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan;</p> <p>3.1.5. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p> <p>3.1.6. 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.</p>
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>
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>Service Provider and Affiliates Not to be Otherwise Interested in Project</u> The Service Provider agrees that during the term of this Contract and after its termination, the Service Provider and their affiliates shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</p> <p>3.3.3. <u>Prohibition of Conflicting Activities</u></p>

3. Obligations of the Service Provider	
	<p>Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> a) 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; b) during the term of this Contract, neither the Service Provider nor their Affiliates shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; c) after the termination of this Contract, such other activities as may be specified in the SCC.
3.4. Confidentiality	<p>3.4.1. The Service provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employee(s) shall keep and maintain all information and documents relating to this contract in strict confidentiality.</p> <p>3.4.2. The Service Providers and its affiliates during the term or within two (2) years after the expiry of this Contract, shall not disclose any proprietary or confidential information relating to the Services of this Contract, or the client's business or operations without the prior written consent of the Client.</p>
3.5. Contractual Liability Insurance to be taken out by the Service Providers	<p>3.5.1. The Service Provider may obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of performance of this contract with the client, and shall indemnify and keep indemnified the client, at all times against any such loss, claim, damage, and charge. The Service Provider is responsible to acquire the required coverage and facilitate in fulfilling the requirements of the insurance agency whereas the client will provide all the related documents as per the Insurance Company's requirement so that the claims can be settled expeditiously. However, the Service Provider shall be responsible to indemnify the client within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the client's claim within the aforesaid period shall authorize the client to deduct the claimed amount from the monthly Service Charges payable to the Service Provider. In case the client fails to provide the supporting documents to prove the incident, no claim amount will be paid.</p> <p>3.5.2. The Service Provider at the client's request shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid.</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. Obligations of the Service Provider	
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 ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the client.</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.</p> <p>3.8.2. The Service Provider will ensure that all the applicable regulatory requirements/labor laws are fully met and accordingly indemnify the client against any claims with regards to the above.</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	<p>3.9.1. The Service Provider shall submit to the client the reports and documents specified in Appendix A as and when required by the client.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	<p>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, upon request from the client 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. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of the Contract.</p>
3.11. Liquidated Damages	<p>3.11.1. <u>Payments of Liquidated Damages</u> The Service Provider shall pay liquidated damages to the Client at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Client may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>

3. Obligations of the Service Provider	
	<p>3.11.2. Correction for Over-payment If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment.</p> <p>3.11.3. Lack of performance Compensation If the Service Provider has not corrected a Defect within the time specified in the Client's notice, a compensation for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 7.2.</p>
3.12. Performance Guarantee	3.12.1. The Consultant shall provide the Performance Guarantee to the Client no later than 21 days from the date of notification of award. The Performance Guarantee shall be issued in an amount and form acceptable to the Client, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until after 28 days from the Completion Date of the Contract.

4. Service Provider's Team	
4.1. Description of Services to be performed by the Service Provider	4.1.1. The scope of services to be performed by the Service Provider are described in Appendix A.

5. Obligations of the Client	
5.1. Provide information about the code of conduct	5.1.1. The Client shall provide the Service Provider with 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.
5.2. Change in the Applicable Law	5.2.1. If, after the date of this Contract, there is any change in the Applicable Laws including taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the cost of services payable to the Service Provider under this Contract shall be adjusted accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 , as the case may be.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities listed under Appendix B.

6. Payments to the Service Provider	
6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in 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.
6.2. Contract Price Ceiling	6.2.1. The price/rates payable are set forth in the SCC.

6. Payments to the Service Provider	
6.3. Payment for Additional Services	6.3.1. To determine the payment due for additional services as may be agreed under Clause 2.4 , a breakdown of the agreed contract price is provided in Appendix D .
6.4. Terms and Conditions of Payment	6.4.1. Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Client specifying the amount due.

7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards.
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. The Client shall give notice to the Service Provider of any failures or service deficiencies before the end of the Contract. The Deficiency liability period shall be extended for as long as Deficiency remains to be corrected.</p> <p>7.2.2. Every time notice a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Client's notice.</p> <p>7.2.3. If the Service Provider has not corrected a failure in the performance within the time specified in the Client's notice, the Client will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Clause 3.11</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.</i> "corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,- <i>ii.</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; <i>iii.</i> "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;

8. Corrupt and Fraudulent Practices

	<p>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;</p> <p>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</p> <p>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;”</p>						
<p>8.2. Penalties</p>	<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 the Service Provider found to be indulged in corrupt or fraudulent practices. Such barring action shall be duly communicated to the PPRA.</p>						
<p>8.3. Mechanism Blacklisting and cross-debarring</p>	<p>8.3.1. Under Rule 19 of PPR-2004, the following mechanism and manner for Blacklisting and cross-debarring, from participating in their respective procurement proceedings will be followed as per the below mechanism:</p> <table border="1" data-bbox="523 1509 1388 2072"> <thead> <tr> <th data-bbox="523 1509 772 1581">Nature of Offense/Fault</th> <th data-bbox="772 1509 1150 1581">Means of Verification</th> <th data-bbox="1150 1509 1388 1581">Action By Committee</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 1581 772 2072">Corrupt and Fraudulent Practices</td> <td data-bbox="772 1581 1150 2072"> <ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of Client • Cross verification of documentary undertaking submitted by Service Provider. </td> <td data-bbox="1150 1581 1388 2072">Blacklisted and cross-debarred for the period up to 10 years.</td> </tr> </tbody> </table>	Nature of Offense/Fault	Means of Verification	Action By Committee	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of Client • Cross verification of documentary undertaking submitted by Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.
Nature of Offense/Fault	Means of Verification	Action By Committee					
Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of Client • Cross verification of documentary undertaking submitted by Service Provider. 	Blacklisted and cross-debarred for the period up to 10 years.					

8. Corrupt and Fraudulent Practices

Performance Deficiencies	<ul style="list-style-type: none">Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.	Blacklisted and cross-debarred for the period up to 03 years.
--------------------------	---	---

8.3.2. However, such barring action shall be undertaken only after the Service Provider has been provided an adequate opportunity of being heard, who is to be debarred and blacklisted.

8.3.3. The receipt for any money paid by the Service Provider will not be considered as an acknowledgment of payment to the service provider unless such receipt is signed by a duly authorized officer of the Client and the service provider shall be solely responsible for seeing that a proper receipt is provided.

8.3.4. Under **Rule 7 of PPR 2004**, the service provider undertakes to sign an Integrity pact in accordance with the prescribed format attached hereto at **Section VI** for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by the Client.

B. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the 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 [<i>insert name</i>]
1.1.1(c)	The Service Provider is [<i>insert name</i>]
1.1.1(e)	The Title & Reference of the procurement is; <i>Procurement of Security Services for National Institute of Banking & Finance (NIBAF)</i> <i>IFB No. NIBAF (Proc.)/Security Services/0000730/2022</i>
1.4	The addresses are: Client: <p style="text-align: center;">The Director Administration National Institute of Banking & Finance Islamabad.</p> Service Provider: Attention: _____ Address: _____ Tel/Mob# _____ Email: _____
1.6	The Authorized Representatives are: For the Client (Nominee of the Client) ○ Name: _____ ○ Designation: _____ For the Service Provider (Nominee of the Service Provider) ○ Name: _____ ○ Designation: _____
2.2	The Starting Date for the commencement of Services is <u>dd-mm-yyyy.</u> It shall be incumbent on the Service Provider to start executing services within thirty (30) days after signing the contract.
2.3	The Intended Completion Date is <u>dd-mm-yyyy.</u>
3.4	The documents/reports/maps/data and/or software etc. which shall be used by the Service Provider may contain highly sensitive data. Thus, the Service

	<p>Provider shall not use any of the documents/ reports/maps/data and/or software etc. which are either property of the Client or shall be prepared for this assignment for purposes unrelated to this Contract without the prior written approval of the Client. A certificate to this effect shall be provided by the Service Provider whenever the Client shall require.</p> <p>All documents/reports/maps/data and/or software etc. shall invariably become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. This would be a pre-condition for materialization of final payment. The Service Provider shall neither be allowed to retain copies of the data nor the information therein in any digital or other form.</p> <p>The Service Provider shall obtain the Client's prior approval in writing before making any material or process of the assignment public/sharing with media. The Client shall have the ownership of the documents/reports/maps/software/data gathered for the assignment. The Service Provider shall neither be allowed to retain copies of the data in any digital or other form besides the documents, reports and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
3.5	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Client shall be in English or Urdu (as the case may be).
3.9	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A .
3.11	Client can impose liquidated damages @ Rs. 5,000/- per instance in case of non-compliance of any requirement defined in Appendix A & B of contract agreement. Decision of the Client for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 50,000/-. Once the maximum amount is reached, the Client may consider termination of the contract.
3.12	The amount of performance guarantee is 5% of the total contract amount, which should remain valid 28 days beyond the expiry date of the contract.
5.2	<p>The amount is [insert amount in PKR] inclusive of all applicable taxes.</p> <p>Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.</p>
6.2	The Service Provider shall comply with the Laws of the Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services. The Service Provider will ensure due and proper payment of wages in observance of all applicable laws including labour laws, compliance of all statutory payments under the provision of labour laws, including but not limited to EOB, Social Security and group life insurance.

6.4	Payment shall be made after satisfactory completion of each deliverable, as mentioned in Appendix A . Further, the payments shall be made upon submission of invoice/s and after confirmation of satisfactory services by concerned Designated Official/s of the Client. Further, payment shall be made as per actual services delivered.
------------	--

Appendices

(To be finalized at the contract award stage)

- **Appendix A** —Description of the Services, Performance Specifications & Terms of Reference
- **Appendix B**— Services and Facilities Provided by the Client
- **Appendix C**— Focal Persons
- **Appendix D**— Breakdown of the Contract Price
- **Appendix E** — Schedule of Payments
- **Appendix F**— Service Provider’s Financial Proposal
- **Appendix G**—Notification of Award
- **Appendix H** —Letter of Acceptance
- **Appendix I**— Performance Guarantee
- **Appendix J**— Integrity Pact

Appendix A

Description of the Services

A. General Requirements

1. The Security service provider will provide staff to NIBAF as per the following:

Category	Service Points	Service Hours	Service Location
Armed Security Services	14	24/7 08 hours shift daily	NIBAF H-8/1 Islamabad
Lady Search Services	01	08 hours daily for 05 days in a week	
Supervision Services (need basis)	02	12 hours shift daily	

2. The security and search services shall be required at the NIBAF or any of the NIBAF's installations/premises within Islamabad as and when required.
3. The Service Provider will ensure that the security staff deputed at NIBAF is physically / mentally fit, well trained, literate up to secondary level and in proper and neat uniform. Their age bracket should be up to 50 years.
4. The initial three months will be a trial period for the contractor, during this period NIBAF will observe the performance of the service provider in line with the contract. In case the services of the contractor are not found satisfactory, the contract will be terminated without serving any notice.
5. The security staff will be under the control NIBAF'S authorities during duty hours and any misconduct of security staff shall be reported to the contractor.
6. The service provider has to ensure the uninterrupted and simultaneous provision of security services at all designated points. No security checkpoint shall remain unattended in any case.
7. In case any of the security staff is on leave or leaves the job, the contractor will provide a suitable replacement to NIBAF immediately under proper intimation without extra cost.
8. The compliance status of all the clauses of contract/ bidding documents by the service provider will be reviewed by NIBAF every quarter and violations if any to this effect for the compensation or any other corrective action under SCC 3.11.
9. The Service Provider shall carry out services, but not limited to the followings:
 - Maintenance of duty registers and logbooks.
 - Maintenance of Gate Pass Register for outgoing materials and stores
 - Prevention of access of any unauthorized persons inside the premises/ installations.
 - Engaging visitors and their queries in a professional manner and routing them to the concerned offices.
 - Checking of all personnel, baggage, and vehicles for identity before allowing entry.
 - Filling the log of entry and exit of personnel, visitors, materials, vehicles and stores.
 - Exercising the Access Control at the respective service points
 - Parking and traffic control of vehicles inside/outside NIBAF premises.
 - Knowledge of the operation of the weapons and security equipment may be subject to necessary testing/verification at any of the city's reputable Firing/Shooting Range Clubs, at the Service Provider's cost.

10. The Service Provider shall provide the backup arrangements relating to requisite services, immediately. In case of any unattended service point, the necessary deduction will be made from the monthly invoice. Repeated deficiency in service delivery may lead to the imposition of penalty.
11. The cost incurred by the service provider on making backup arrangements/ replacements during the contract period may be included in the bid price so that the same is not be subject to recovery from staff.
12. The service provider will execute the security services in compliance with all applicable labor laws/government rules and shall ensure eligible regulatory payments to its resources by the 5th of every month.

B. Supervision Services

1. The Service Provider shall execute mandatory supervisory functions for better coordination and optimal performance and management of its services at the NIBAF.
2. The Service Provider shall provide two supervisory services point to manage the general administrative matters related to its overall security and search services including management of weapons/ammunition and security equipment, quality assurance and uninterrupted execution of its overall services at NIBAF Islamabad.
3. The two ex-servicemen of the soobedar level will be serving as security supervisors and will perform supervisory duty round the clock.
4. Under the supervision of the security supervisor, one guard will monitor certain security cameras on a screen installed at the main gate to observe unusual activity(if any) within the NIBAF premises for necessary reporting to in-charge security officer NIBAF through his supervisor.

C. Weapons, Ammunition and Equipment Deliverability

1. The service provider shall bring necessary well-kept and professional branded and licensed weapons, ammunition, and security equipment, etc. at the service points to carry out the services. No locally made (Darra Made) weapons shall be provided.
2. The branded and licensed weapons shall meet the following requirements;
 - a. The MP-5s shall be provided by the service provider to its resources at the services points on the Parametric Observation Posts (Check posts).
 - b. The 9mm Pistols shall be provided by the service provider to its supervisory resources.
 - c. The details of such weapons, ammunition and equipment shall be enumerated by the service provider in the following format to the designated official of the NIBAF:

Weapons							
Sr.#	Weapon Description (including bore)	Quantity	Serial Number	Make	Model	License Number	License Validity
1.	MP-5s						
2.	9mm Pistol						

Valid Ammunition						
Sr.#	Ammunition Description	Quantity	Caliber	Compatibility (with weapons)	Made	Date of Expiry
1.						
2.						

Approved/Licensed Equipment

E. Quality Assurance:

The Service Provider shall ensure that all of its services, including those of all at the security and reception-cum-search service points and of security equipment and weapons/ammunition executed and provided to its services respectively at the NIBAF or any of its installations/premises have necessary supervision, the quality assurance and uninterrupted execution of services.

1. The service provider shall ensure *pacta sunt servanda*, continuity and uninterrupted execution of its services at the NIBAF or any of its installations as required under this contract.
2. The services provided by the service provider shall have professional competencies.
3. The service provider shall immediately provide, without any delay, the backup for all of its services at the security and search service points and including of weapons/ammunitions & security equipment as and when required.
4. The service provider will ensure safe handling of its resources/ weapons/ammunition while performing security services at NIBAF.
5. The service provider shall abide by the laws, rules, policies, SOPs and any other such statutory/regulatory requirements of the Government related to its services at the NIBAF or any of its installations during the currency of this agreement.
6. The service provider shall follow, in addition to the overall contract agreement, the Complaint Resolution Mechanism in letter and spirit for assurance of quality and uninterrupted execution of services at the NIBAF.
7. Failure to execute the Quality Assurance shall be deemed as non-compliance of the agreement, and therefore will be liable to deduction of the charges as mentioned in the Special Conditions of Contract (SSC).

F. Complaint/Dispute Resolution Mechanism:

The service provider shall resolve the operational issues and complaints arising out of non-performance of its services or the performance of any of its services not executed as per the contract agreement.

1. The Service Provider shall nominate suitable official(s) for the resolution of the complaints and operational issues.
2. In case, any unit of executed services falls short of performance as required under the contract agreement, the NIBAF's designated official will communicate/convey to the service provider or its designated official(s) for replacement/substitute of services. The service provider shall provide the replacement/substitute to this effect within 24 hours.
3. If, due to any reason, the service provider is unable to provide a replacement/substitute of services as mentioned in sub-clause 2 within the stipulated time of 24 hours, the NIBAF may deduct the charges per instance as mentioned in the Special Conditions of Contract (SCC) on account of non-compliance of the contract agreement.
4. If any issue during contract execution arises out between the NIBAF and the Service Provider due to any reason including the deduction of charges on accounts of the quality assurance, provisioning of the backup services, substitutions/replacement of the services, performance and/or non-performance of the services or any other matter relating to the contractual obligations on the part of the Service Provider, the final decision regarding the resolution of the dispute shall lie with the NIBAF as the case may be.
5. However, if the service provider does not execute its overall services within the provisions of this contract on account of non-compliance of the contract agreement or any other reason thereof as assigned by the NIBAF, the NIBAF shall have the right to consider the other options as enunciated in the Special Conditions of the Contract Agreement.
6. The Service Provider shall be independently responsible to ensure the operability of the services provided at any of the service points, w.r.t training, e.g. Weapon Handling, Firing Practice, Fire Fighting, Ethics and the general public dealing as per the SOPs/policies of the Government.

7. The service provider shall be responsible for security clearance of its services, including but not limited to the engagement of its services at the NIBF or any of NIBAF's service points, from the concerned government agencies and will comply with any such instructions/laws and SOPs. The service provider shall provide the NIBAF such documents testifying the compliance and regulatory requirements.
8. All the security services including the supervisory services provided by the service provider shall complement the overall security plan of the NIBAF as being exercised by the NIBAF.

Appendix B

(Services and Facilities Provided by the Client)

(If any)

Appendix C

(Focal Persons)

Sr.#	Name	Designation	Contact Details (Tel/Mob# & Email)
1.			
2.			
3.			

Appendix D

(Breakdown of Contract Price)

Appendix E

(Schedule of Payments)

Payments shall be made upon submission of invoice/s and after confirmation of satisfactory services by concerned Designated Official/s of the Client.

Appendix F

(Service Provider's Financial Proposal)

Appendix G

(Notification of Award)

Appendix H

(Letter of Acceptance)

(Performance Guarantee)

To:

The Director Administration
National Institute of Banking & Finance

Islamabad.

WHEREAS **M/s (Name of the Service Provider)** (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract **IFB No. NIBAF (Proc.)/Security Services/0000730/2022** for "**Procurement of Security Services for National Institute of Banking & Finance (NIBAF)**" (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider a guarantee:

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

This guarantee is valid until the ____ day of _____ 202__.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Appendix J

(Integrity Pact)

Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage, etc Payable by the Suppliers of Goods, Services & Works

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

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

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

[The Service provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instruments, be voidable at the option of GoP.

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

*****End of Document*****