

TWO VOLUMES

Volume-I: Bidding and Contract Documents etc

Volume-II: Financial Bid



**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

OUTSOURCING OF MAINTENANCE SERVICES FOR AUTO DOORS, RFID LOCKS AND ENERGY SWITCHES

At

National Institute of Banking and Finance (NIBAF), Islamabad

BIDDING AND CONTRACT DOCUMENTS

VOLUME-I

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

August 2022



**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

No: NIBAF/ENGG/694/22

Date: 05-August-2022

INVITATION TO BID

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

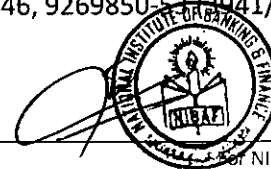
Lot	Description of Work	Date & Time of Bid Submission	Date & Time of Technical bid opening
I	Procurement of Janitorial, Gardening & Maintenance Services at National Institute of Banking and Finance (NIBAF), Islamabad	05-Sep-2022 till 03:00 PM	05-Sep-2022 at 03:30 PM
II	Continuous and Uninterrupted Management Services for Centrifugal type Chillers and Allied equipment of HVAC Plant at NIBAF, Islamabad	05-Sep-2022 till 03:30 PM	05-Sep-2022 at 04:00 PM
III	Outsourcing of Maintenance Services for Auto Doors, RFID Locks and Energy Switches at NIBAF Islamabad	05-Sep-2022 till 04:00 PM	05-Sep-2022 at 04:30 PM

2. The prospective bidders may download the advertisement and bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc. from website of NIBAF, SBP or PPRA i.e. www.nibaf.gov.pk, www.sbp.org.pk or www.ppra.org.pk free of cost or obtain the same from Engineering Unit, NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad (Phone No. 9269846, 9269850-53, Ext: 3521/3941) against payment of Rs. 500/- (Rupees Five Hundred only) for each lot in the form of Pay Order/Demand Draft (Non-Refundable) in favor of NIBAF, Islamabad with written request/application on company letter head. Each lot will be separately evaluated and awarded. The prospective bidders shall submit the bids on the said bidding documents in accordance with tender requirements, duly signed by the authorized person.
3. The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid Security of fixed amount as mentioned in the Bidding Data and duly signed by the authorized person, must be dropped in tender box kept in the Office of the PA to Director Administration NIBAF, Pitras Bukhari Road, Sector H-8/1, Islamabad on as per details mentioned in above table. The Technical Proposals will be opened on same date and venue as per above schedule. In case bid opening date is falling on a public holiday, the bid will be opened on next working day at the same time and venue.

Sd-

Director (Administration)

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



For Firm
Sign & Stamp

For NIBAF
Sign & Stamp

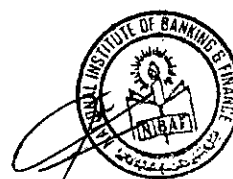
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INSTRUCTIONS TO BIDDERS

A. GENERAL

1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Institute of Banking and Finance (NIBAF), Islamabad, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "NIBAF") invites Bids for the Services summarized in the Bid Data Sheet (hereinafter referred to as "the Services"), at the Buildings and other areas specified in the Bid Data Sheet (hereinafter referred to as Premises). Bidders must quote for the complete scope of Services. Any Bid covering partial scope of Services will be declared non-responsive.

2 Method of Procurement

- 2.1 Bidding shall be conducted using the National Competitive Bidding Procedure specified under Rule-36(b) of Public Procurement Regulatory Rules-2004 (PPR-2004). The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of NIBAF without being opened. NIBAF will evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements. The financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the bidders in advance. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.
- 2.2 This Invitation for Bids is open to all firms or companies dealing in similar works and not been blacklisted or in litigation with any government department, autonomous body or any other organization. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, as defined under Rule 2(1)(f) PPR-2004, issued by NIBAF or any other organization. Firms/companies owned wholly or partly by persons having business interests with any official of the NIBAF responsible for preparation of bidding documents, specifications and procurement of the works in whatsoever capacity cannot participate in the bidding process.
- 2.3 Bidders meeting the minimum mandatory requirements as per **Schedule-A to Bid** (Bid Evaluation Criteria) shall be considered qualified and their bids shall be declared responsive.

3 Cost of Bidding

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

B. BIDDING DOCUMENTS

4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 6.1 of ITB.
 - 4.1.1 Instructions to Bidders and Bid Data Sheet
 - 4.1.2 Form of Bid and Schedules to Bid.
 - 4.1.3 Schedules to Bid comprise the following:
 - (a) Schedule A: Post Qualification and Bid Evaluation Criteria
 - (b) Schedule B: Schedule of Prices
 - (c) Schedule C: Specific Services Data



- (d) Schedule D: Services to be performed by Sub-Service Providers
- (e) Schedule E: Proposed Methodology/ Program of Performing the Services
- 4.1.4 Form of Conditions of Contracts
- 4.1.5 Standard Forms:
 - (a) Form of Bid Security
 - (b) Form of Performance Guarantee
 - (c) Form of Agreement
- 4.1.6 Drawings

5 Clarification of Bidding Documents

- 5.1 Prospective bidders requiring any clarification regarding the bidding documents may send their queries to NIBAF at the address give in Clause 15.1. Such queries must reach the office of NIBAF at least Ten (10) days before the date fixed for submission of bids.
- 5.2 NIBAF will respond to any request for clarification that is received not later than Ten (10) days prior to the deadline for the submission of Bids. Copies of the NIBAF's response will be forwarded to all prospective bidders, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

6 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and NIBAF shall be written in the English or Urdu language, provided that any printed literature furnished by the bidder may be written in another language as long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern the relation between the parties.

8 Documents Comprising the Bid

- 8.1 The bid shall comprise of the following documents:
 - 8.1.1 Covering Letter on company/firm letter head.
 - 8.1.2 Schedules (A to F excluding Schedule-B) to Bid duly filled and initialed, in accordance with the instructions contained therein and in accordance with Sub-Clause 14.3 of ITB.
 - 8.1.3 Form of Technical Bid duly filled, signed and sealed, in accordance with Sub-Clause 14.3 of ITB.
 - 8.1.4 Bidder's 'Company Profile' including list of tools, equipment and other facilities owned by the Bidder.
 - 8.1.5 Bidding Documents (in original) duly signed and stamped on each page/sheet. The number of copies shall be as stated elsewhere in these documents.
 - 8.1.5 Power of Attorney in accordance with Sub-Clause 14.6 of ITB.
 - 8.1.6 Documentary evidence in accordance with Clause 11 of ITB.
 - 8.1.7 Documentary evidence in accordance with Clause 12 of ITB.
 - 8.1.8 Bid Security furnished in accordance with Clause 13 of ITB.



9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Services.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Services.
- 9.3 The Bidders, at their own responsibility, risk and cost, are encouraged to visit and examine the premises/ buildings and the surrounding areas and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.

10 Bid Prices, Currency of Bid and Payment

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

11 Documents Establishing the Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause-2 and 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the services if its bid is accepted.
- 11.2 Bidders must possess and provide evidence of its capability and the experience as stipulated in Bid Evaluation Criteria (Schedule A to Bid).

12 Documents Establishing Service's Conformity to Bidding Documents

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

13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid a Bid Security in the amount stipulated in the Bid Data Sheet in Pak. Rupees, in the form of a Bank draft / Pay order / Bank Guarantee, in favor of NIBAF issued by a Scheduled Bank in Pakistan valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by NIBAF and declared non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder, or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Guarantee, pursuant to Clause 20 of ITB and signed the Agreement, pursuant to Sub-Clauses 19.2 of ITB and 19.3 of ITB.
- 13.5 The Bid Security may be forfeited:
 - 13.5.1 If a bidder withdraws his bid during the period of bid validity; or
 - 13.5.2 If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.6 of ITB hereof; or
 - 13.5.3 In the case of a successful bidder, if he fails to:
 - (a) Furnish the required Performance Guarantee in accordance with Clause 20 of ITB,
 - or
 - (b) Sign the Agreement, in accordance with Sub-Clauses 19.2 of ITB and 19.3 of ITB.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bid Data Sheet after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made in the Form of Bid or any other part of Bidding Documents, or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 In accordance with Clause IB-8, Bids shall be sealed in an envelope addressed to NIBAF at the address provided in the Bid Data Sheet, with description of the contract and a warning regarding not to open before the specified date and time. Name and address of the bidder must also be marked on the envelope at the appropriate place.
- 14.5 Each bidder shall prepare an Original and number of copies specified in the Bid Data Sheet of the documents comprising the bid as described in Clause 8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed, and an official seal shall be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address of NIBAF as given in the Bid Data Sheet.

D. SUBMISSION OF BIDS**15 Deadline for Submission, Modification and Withdrawal of Bids**

- 15.1 Bids must be received by NIBAF at the address/provided in the Bid Data Sheet not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the NIBAF after the deadline for submission prescribed in the Bid Data Sheet will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the NIBAF prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause 13.5.1 of ITB.

E. BID OPENING AND EVALUATION**16 Bid Opening, Post-Qualification, Clarification and Evaluation**

- 16.1 NIBAF will open the Bids in the presence of all the bidders' representatives who may choose to attend, at the time, date and location stipulated in the Bid Data Sheet.
- 16.2 NIBAF will conduct post-qualification of the bidders in line with the stipulations of Schedule-A to Bid (Bid Evaluation Criteria) on the basis of documents provided in accordance with Clause 8 of ITB and 11 of ITB. Any bid not meeting the requirements of Schedule-A shall be subject to rejection and will not be considered. The Bidders should submit detailed technical data regarding the services and brochures of the offered equipment and materials etc.
- 16.3 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as NIBAF at its discretion may consider appropriate, will be announced by NIBAF at the bid opening. NIBAF will record the minutes of the bid opening. The representatives of the bidders, who choose to attend, shall sign the attendance sheet.
Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.4 To assist in the examination, evaluation and comparison of Bids, NIBAF may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.5 During tender evaluation no amendment in the bid shall be allowed.
- 16.6 Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by NIBAF in accordance with the Corrected Schedule of Prices.
 - If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 16.7 Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by NIBAF, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.8 NIBAF will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 16.2 of ITB to 16.4 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NIBAF will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
- Making any correction for arithmetic errors pursuant to Sub-Clause 16.6 of ITB hereof.
 - Making an appropriate price adjustment for any other acceptable variation or deviation.
 - Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- 16.9 Bid shall cover complete scope of services. Any Bid covering partial scope of services will be declared non-responsive.

17 Process to be Confidential

- 17.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
- 17.2 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 NIBAF's prior written consent.
- 17.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or contractor, NIBAF may reject its bid and/or terminate the contract.

18 Contacting NIBAF

- 18.1 Subject to Sub-Clause 16.4 of ITB heretofore, no bidder shall contact NIBAF on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAF. The evaluation results shall be announced as under:
- Technical Evaluation Report would be posted for seven days on SBP's website and on Notice Board at its office
 - Financial / Final Evaluation Report would be posted for fifteen days on PPRA and SBP websites and on Notice Board of office
- 18.2. Any effort by a bidder to influence NIBAF in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid and lead to blacklisting as per Rule 19 of PPR-2004. Whereas, any bidder feeling aggrieved by any act of NIBAF may lodge a written complaint concerning his grievances as per Rule 48 of PPR-2004.

F. AWARD OF CONTRACT

19 Award Criteria

- 19.1 Subject to Sub-Clause 19.2 of ITB, NIBAF will award the Contract to the bidder whose bid has been found most advantageous bid i.e. the bid which has been determined to be substantially responsive to the eligibility criteria and other terms of Bidding Documents and which is the lowest evaluated Bid Price.
- 19.2 Notwithstanding Sub-Clause 19.1 of ITB, NIBAF reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for NIBAF's action. The grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given promptly to all the bidders.

20 Notification of Award and Signing of Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by NIBAF, NIBAF will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within fifteen (15) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NIBAF will send the successful bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between NIBAF and the successful bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the successful bidder from NIBAF.

21 Performance Guarantee

- 21.1 The successful bidder shall furnish to NIBAF a Performance Guarantee in the form and the amount stipulated in the Bid Data Sheet within a period of 15 days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses 20.2 of ITB and 20.3 of ITB or 21.1 of ITB or Clause 22 of ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

22 Integrity Pact

If contracts amount exceeds Rupees ten (10) million, execution of Integrity Pact is applicable as per Schedule F to the Bid Documents.

23 Rates inclusive of all taxes

The quoted rates should be inclusive of all applicable taxes, duties, liabilities including overheads, transportation charges etc. The exemption in Taxes will only be allowed against an Exemption Certificate issued by the Income Tax Department.

24 Code of Conduct

- 24.1 It is NIBAF's policy that Bidders to observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, NIBAF follows, inter alia, the instructions contained in PPR-2004 which provides as under:

"2(1)(b*) blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.

"2(1)(f) corrupt and fraudulent practices" in respect of procurement process, shall be either one or any combination of the practices including,-



- (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "collusive practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- (iii) "corrupt practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "fraudulent practices" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- (v) "obstructive practices" which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;

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

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

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

- 24.3 Such matters would be referred to NIBAF Blacklisting Committee which is empowered to take action accordingly per Rule 19 of PPR-2004. However such barring action shall be undertaken only after the bidder, who is to be barred and blacklisted, is accorded adequate opportunity of being heard. Decision of *NIBAF Blacklisting Committee* will be final and conclusive.
- 24.4 The receipt for any money paid by the bidders will not be considered as any acknowledgement of payment to the bidder unless such receipt is signed by a duly authorized officer of NIBAF and bidder shall be solely responsible for ensuring that a proper receipt is provided.
- 24.5 Attention of bidders is drawn to Rule-32 of PPR-2004 whereby they are required to identify any discriminatory and difficult condition, introduced by NIBAF which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition, reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which this particular procurement is related. However in certain conditions NIBAF may describe exceptions or preferences consistent with Rule-4 of PPR-2004.



- 24.6 NIBAF's policy requires that selected bidder provide professional, objective, and impartial advice and services and at all times hold the NIBAF's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NIBAF, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or termination of the contract arising out of this procurement
- 24.7 Without limitation on the generality of the foregoing, bidders and any of their affiliates, shall be considered to have a conflict of interest in the following circumstances:
- 24.7.1 A bidder who has been engaged by NIBAF 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, a bidder hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- 24.7.2 A bidder (including its Personnel or any of its affiliates) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder to be executed for the same or for another client.
- 24.7.3 A bidder (including its Personnel) that has a business or family relationship with a member of NIBAF'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 appropriate authority within NIBAF.
- 24.8.4 Bidders shall not recruit or hire any agency or current employees of NIBAF. Recruiting former employees of NIBAF or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to NIBAF by the bidder as part of its bid.

25 Overriding Effect:

The PPR-2004 shall have an overriding effect over all these documents.

26 One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified

27 Beneficial Ownership information

For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

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

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Bid Data Sheet (BDS)

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

BDS 1.The Employer	ITB 1.1
National Institute of Banking and Finance, Islamabad	
BDS 2.Services	ITB 1.1
Outsourcing of Maintenance Services for Auto Doors, RFID Locks and Energy Switches at NIBAF Islamabad	
BDS 3.Premises	ITB 1.1
National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad	
BDS 4.Method of Procurement	ITB 2.2
Bidding shall be conducted using the National Competitive Bidding Procedure specified in the PPRA Rules-2004, Rule-36(b) i.e Single stage – two envelope procedure . The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Employer without being opened. The Employer will evaluate the technical proposal in a manner prescribed in Schedule B to Bid, without reference to the price and reject any proposal which does not conform to the specified requirements.	
BDS 5.Employer Address	ITB 5.1
National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad. Phone: +92-51-9269846, PABX: 9269850-54 (Ext: 3941)	
BDS 6.Currency of Bid	10.3
Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.	
BDS 7.Bid Security	ITB 13.1
Each bidder shall furnish, as part of his bid a Bid Security of minimum Rs. 20,000/- in the shape of Pay Order / Demand Draft /Deposit at call in favor of <u>National Institute of Banking and Finance (NIBAF), Islamabad</u> valid for a period 28 days beyond the Bid Validity date. The Bid Security in original is required to be submitted with Technical Bid.	
BDS 8.Bid Validity	ITB 14.1
Bid Validity period is 180 days from the date fixed for opening of the Technical Bids.	
BDS 9.No. of Copies	ITB 14.5
Only original Bid is to be submitted	

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BDS 10.	Address for Bid Submission	ITB 14.4, 14.7 & 15.1
As mentioned in Invitation to Bid		
BDS 11.	Deadline for Bid Submission	ITB 15.3
As mentioned in Invitation to Bid		
BDS 12.	Address of Grievances Committee	ITB 18.2
Chairman Grievances Committee, National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, Sector H-8/1, Islamabad. Phone: +92-51-9269846, 9269850-53 (3941/3521).		
BDS 13.	Performance Security	ITB 21.1
The successful Bidder shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from a scheduled bank in Pakistan, which will be valid for 30 days beyond the Contract Period. The Performance Guarantee shall be forfeited if the successful Bidder fails to perform the services under the Contract.		

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(Bidding Documents-Section-1-Part-3)**FORM OF TECHNICAL BID
(LETTER OF OFFER)**

Bid Reference No. _____

Outsourcing of Maintenance Services for Auto Doors, RFID Locks and Energy Switches

To:

Gentlemen,

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

Dated this _____ day of _____, 2022

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Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____



(Contract Documents-Section-1-Part-4)

SCHEDULES TO BID INCLUDE THE FOLLOWING

- Schedule A to Bid: Bid Evaluation Criteria
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Services Data
- Schedule D to Bid: Services to be Performed by Subservice Providers
- Schedule E to Bid: Proposed Methodology / Program of Performing the Services
- Schedule F to Bid: Integrity Pact



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SCHEDULE-A TO BID**QUALIFICATION INFORMATION AND BID EVALUATION CRITERIA****1. Basic Conditions for Post-Qualification**

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

2. Qualification Criteria**2.1.General**

Post-qualification will be based on all the criteria given in paras 2.1 to 2.5 regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the forms attached to this letter. NIBAF reserves the right to waive minor deviations, if these don't materially affect the capability of Bidder to perform the contract.

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

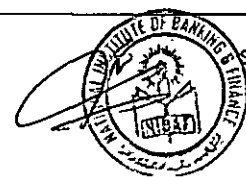


2.2 Qualification Criteria

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

S.NO.	CATEGORY	DOCUMENT/EVIDENCE REQUIRED
1	Bid Security is required as per clause IB-13.	Bid Security in Original is to be attached with Technical Proposal.
2	Registration with income tax department and Bidder must be active tax payer as per Federal Board of Revenue (FBR's) revenue Data base i-e Active Tax Payer List	Valid Registration Certificate and Bidder name appearing in online active taxpayer list
3	Registration with Provincial Revenue Authority	Valid Registration Certificate. If not provided/registered, then 100% tax shall be deducted at source as per applicable law and credited to relevant account.
4	Affidavit on non-judicial stamp paper for not being blacklisted, declared in-eligible or debarred by any organization/ department for corrupt or fraudulent practices, or no failure to perform with NIBAF in past.	Affidavit on non-judicial stamp paper of minimum Rs. 100/-
5	If the Bidder has worked with State Bank of Pakistan on any project, the Bidder shall provide satisfactory performance/completion certificate issued from the State Bank of Pakistan	
6	Duly filled and signed Form of Bid	Duly filled and signed Form of Bid
7	Bid is unconditional	Bid is unconditional
8	Bidder shall be held non-responsive if Bidder's name is found in Schedule-IV (https://nacta.gov.pk/proscribed-persons-2/) and list of organizations / Splinter Outfits https://nacta.gov.pk/proscribed-organizations/ notified by National Counter Terrorism Authority NACTA Pakistan.	Online verification from NACTA website
9	Available Financial Capability/ Liquid Assets of the firm	Minimum available Liquid assets of Rs. 0.5 Million (Bank statement showing balances in three months period prior to ITB, produced/ issued between date of publication of ITB and bid submission date, to be submitted as evidence showing required balance in any one instance).

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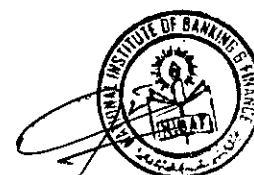
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10	Experience of the Firm; The bidder must have been awarded at least 02 Jobs of similar nature and complexity of Maintenance Services for Auto Doors, RFID Locks and Energy Switches in hotel /hostel RFID Locks and Energy Switches with contract value of Rs. 0.5 Million each or above per annum, during past 05 years.	Commencement date of oldest contract of management services of similar system supplied by the bidder.
		The bidder should attach copies of Work orders /contract agreement /completion certificate showing value and scope of services. The NIBAF reserves the right to verify the authenticity of the documents.
11	The bidder must be Original Equipment Manufacturer (OEM) or their authorized dealer/agent/partner for RFID Door Locks and Energy Switches.	The bidder should be in possession of a valid authorization certificate. NIBAF reserves the right to verify the authenticity of the documents.
13	The bidder will provide affidavit to arrange all spare parts related to installed system, on demand by NIBAF, besides makeshift arrangement to keep the system operational during the lead time for supply of any spare(s).	Affidavit to arrange all spare parts related to RFID Door Locks and Energy Switches Installed at NIBAF Islamabad.
11	Equipment As per list given in Table 2.3	Complete list on company letter head duly signed and stamped by authorized person

2.3: List of minimum equipment for maintenance services for any bidder is given below;

Description of Equipment	Quantity (nos.)
Software License and Hardware (as required)	01 each
Standard Tool Kit for RFID Locks and Energy Switches Work (not limited to screw drivers, Pliers, cutters, Screw Driver Set, Digital Multi-meter, tester, Spanner set, wrench etc all others necessary tools required for electric and electronic works.	01 set

(If the Contract is awarded and some additional equipment is required for performing the services, the Service Provider shall have to arrange the required additional equipment at no additional cost to NIBAF.



SCHEDULE-B TO BID

**SCHEDULE OF PRICES
(The Financial Bid)**

----- PROVIDED AS VOLUME-II OF THE BIDDING DOCUMENTS -----



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SCHEDULE-C TO BID**SPECIFIC SERVICES DATA/ SCOPE OF SERVICES****1. Location of Premises and Equipment:**

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

S.No.	Detail of Equipment/Installation	Quantity
1	Automatic Sliding Doors	04 Nos.
2	RFID Locks	128 Nos.
3	Energy Saving Switches	128 Nos.
4	Locstar Software	Package
5	Xeeder Software	Package

2. Major Items of Contract:

The major items of Maintenance Services under this Contract are as follow:

- i. The service provider shall be responsible for the complete service and maintenance of equipment controls, components and accessories including repair, preventive maintenance and annual service for Auto Doors, RFID Locks and Energy Switches.
- ii. Maintenance of the Automatic Sliding Doors, Energy Switches and RFID Locks with allied equipment according to manufacturer's manual and specific building requirement.
- iii. Required services includes but not limited to:
 - a) Maintenance services for all Automatic Sliding Doors, Energy Switches and RFID Locks with allied equipment.
 - b) Services for immediate removal and appropriate disposal of waste, such as used oil, defective equipment, and of other such items according to municipal codes and environmental standards.
 - c) Services for cleaning and general upkeep of equipment.
- iv. The Service Provider shall be responsible for ensuring that no Safety of the system is by-passed in any way, under any circumstances.
- v. In case of disruption/disturbance of normal working are disturbed, The NIBAF shall penalize and deduct proportionate amount from monthly bill(s) of service provider.
- vi. The Service Provider must ensure that work of service & maintenance is satisfactorily completed and additional services may be provided, if provided.
- vii. Service Provider shall be responsible of compliance to applicable laws including taxes etc.
- viii. In context of this contract, the service provider shall indemnify the NIBAF regarding all claims in whatsoever form any organization, government department, regulatory authority, court of law, or any other authority at any time during the execution of the Contract or after the execution of the contract.
- ix. The Service Provider shall be responsible for any loss or damage to the NIBAF property, data, or persons etc. during or due to the services carried out by the service provider under this contract.
- x. The Service Provider shall have to strictly follow the security protocols of the NIBAF.

- xi. The Service Provider shall keep strictly confidential and not make use of any confidential information supplied by the NIBAF other than to perform this Contract.
- xii. The Service Provider shall provide the NIBAF information about its working practices, materials and equipment and shall work in a manner which does not compromise NIBAF's security or environmental standards.
- xiii. Should keep the earlier mentioned minimum tools listed in para-2.1.3 of Schedule A to Bid, equipment and calibrated instruments at site for carrying out the maintenance services.
- xiv. The service provider shall maintain a log management services/repairs/other services of the equipment as per service execution plan.
- xv. Report shall be prepared and signed by service provider in which all maintenance and services details will be written.
- xvi. The Service Provider shall regularly submit a Monthly report to the NIBAF up-to the 10th of each month regarding the over-all performance of the equipment during the preceding month and pinpoint any action to be taken by the NIBAF.
- xvii. The Service Provider shall submit an estimate to the NIBAF for approval before carrying out any major repairs, which is not covered under this Contract. The estimate shall be submitted expeditiously so as not to disturb the continuous and uninterrupted services for the lifts. The service provider shall under take the work on approval by the NIBAF following the PPRA rules.
- xviii. The NIBAF shall be responsible for the following:
 - a. Electricity and water supply.

3. Scope of Services

Immediate presence is required to attend the complaints / faults related to RFID Locks, Energy Switches and Automatic Sliding Doors and associated systems as listed, but not limited to, the following:

- I. Monitoring incoming electrical supply and ensure the safe operation of equipment.
 - II. Monitoring for abnormal noise, vibration or any other condition.
 - I. Carrying out routine maintenance. The Contractor shall provide adept, adequately qualified and experienced supervisory service during maintenance activity.
 - II. Inspect components and equipment for immediately rectification to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation.
 - III. Ensuring that the operation, maintenance and servicing.
 - IV. Maintaining a log of complaints and rectifications as required by the NIBAF.
 - V. Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during operation, service and maintenance of the equipment.
 - VI. Maintain/repair all contractually covered equipment in trouble-free operating condition.
- In addition to, and concurrent with, (a) above, the Contractor shall deploy technical services at the Building for:
- Daily/ Weekly / Monthly**
- I. Smooth operation as well as adequate servicing and maintenance of equipment.
 - II. Checking and recording operating conditions (on applicable Log Form)
 - III. Checking operation of motor,
 - IV. Checking RFID Card
 - V. Checking Energy Switch
 - VI. Checking and verification of proper operation / setting / calibration of devices.

The services deployed in this regard shall be capable for maintenance services for Makes like Xeeder, Locstar and Move equipment at National Institute of Banking and Finance, Islamabad.

- a. On-Call Services:
the Contractor must:

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- I. Provide 24-hour on-call support outside of normal office hours and shall be obliged to provide any of the defined services as demanded by the NIBAF at that time.
- II. Be obliged to provide services outside of normal office hours as and when required by the NIBAF.
- III. Deploy the resources at the NIBAF's premises when demanded by the NIBAF outside of normal office hours within 30 minutes.
- IV. Respond to any emergency situation immediately in case of normal working hours and within 30 minutes in case of on call response.
- V. In addition to the above mentioned services, the contractor shall be obliged to arrange monthly inspection of the system or as when required by the NIBAF or in any emergency-like situation and inspect the system for faults using qualified engineering services. In case any faults are found, the contractor shall endeavor to immediately rectify them or suggest remedial measures and submit a detailed report afterwards via the qualified services.

b. General Services

- I. The Contractor shall provide services for smooth and uninterrupted operation as well as maintenance, services and general upkeep for the above listed equipment.
- II. Contractor shall refer to maintenance manuals of above equipment for performing maintenance and upkeep work and follow instructions therein.
- III. The Contractor shall ensure that the Contractor's employee(s) attend to any instruction/call from the NIBAF immediately upon such communication. The Contractor's employee(s) shall obtain confirmation/approval from the NIBAF's authorized representative before execution of services.
- IV. The Contractor's employee shall carry out a complete general checking of the entire installation, they will immediately convey any abnormality in the equipment, and allied systems listed above, as well as make immediate arrangements to set right such abnormalities. Moreover, Contractor shall maintain related records and produce such records on demand by the NIBAF.
- V. The contractor shall attend to the maintenance or repair work on priority basis after office hours or on the holiday(s)/Sunday(s) if so warranted, or at any time due to exigencies/emergencies and will provide services for smooth operation in the minimum possible time. The contractor's site engineer/supervisor shall inform the NIBAF's Engineer In-charge well in advance about any maintenance/repair/service work scheduled to be done by the contractor after office hours or on Sunday(s)/Holiday(s) so that necessary security arrangement and access for the contractor's staff be made by the Engineer-In-charge.
- VI. The Contractor shall carry out a complete general checking of the entire installation Auto Doors, RFID Locks and Energy Switches and allied equipment/accessories at least once a month during which the defective part(s) shall be replaced by new one(s), if required.
- VII. Routine maintenance will not be limited to the working schedule. The contractor must carry out other repair / maintenance, operation & services upkeep as and when required so as to keep the equipment in top running condition.
- VIII. Contractor will be responsible to make good all the damages to all appliances due to abnormal operation. They may advise the client about all protective devices that may be installed in System to avoid damages/loss of connected load /circuits/apparatus.
- IX. Penalty will be imposed at the rate of Rs. 500/- (Rupees Five hundred only) per occurrence per day of fault in System for non-operation of System due to any reason. The penalty may be deducted from the Contractor's bill and may be waived on the sole discretion of the NIBAF.

- X. A fitness certificate regarding performance and excellent condition of System, countersigned by the NIBAF, will be submitted by the Contractor along with their each monthly bill.
- XI. The Contractor's employee(s) at site shall immediately report to the Contractor and the NIBAF if the fault is beyond their capability, and the Contractor shall depute its team immediately to resolve the issue.
- XII. Parts and spares, if required, shall be provided by the provided arranged by the service provider immediately. However, in case of purchase of the irreparable spares by the service provider, the actual cost incurred on the material and its transportation only would be borne by the NIBAF. Approval to this effect shall be required to be obtained prior to such purchase. Payment to the contractor will be made only on "Satisfactory Work Certificate" duly signed by the Engineer in charge or his authorized representative. Service provider will be paid separately as per his estimate with prior approval of NIBAF for any spare part required for replacement on submission of original receipts and warranties thereof if applicable.
- XIII. The contractor shall be responsible for :-
 - Analyzing the faults in existing equipment
 - Removal and fixing of equipment.
 - Testing and Analysis of required repair work on site off site.
 - Consumable materials and repair work at service provider facility.
- XIV. The Contractor shall carry out the Services in accordance with professional codes and instructions and with the required skilled labor under the direction of the experienced engineer-in-charge of the Contractor and in line with the service manual of the supplier/manufacture. The contractor's Personnel shall provide servicing for all parts of System. Contractor will not make any alteration/modification etc. in existing System machinery without prior written approval of the NIBAF.
- XV. All routine maintenance and normal repairs will be done by the contractor at his own cost and the total bid will be inclusive of all such repairs.
- XVI. The Contractor shall submit reports for modification in equipment or processes to improve the performance of system for smooth operation.
- XVII. Contractor must keep sufficient stock of running spare parts for immediate replacement to avoid interruption in smooth operation.
- XVIII. The contractor shall submit an estimate to the Employer Engineer In-charge for approval before carrying out any major repairs, which is not covered under this contract. The estimate shall be submitted expeditiously so as not to disturb the operation. The contractor shall undertake the work on approval by the Employer of the estimate indicating there in the extent up to which Employer should share the cost.
- XIX. The equipment operational observation shall be recorded at suitable intervals.
- XX. The Contractor shall ensure round the clock 24/7 support including on Saturdays, Sundays and other holidays. In this regard, the Contractor shall dispatch its assigned technical staff as and when required by the NIBAF at the earliest.



4. Services Schedule

- a) The following service execution schedule shall be followed:

Sr. No.	Service	Time	Days
1.	Maintenance Services for Auto Doors, RFID Locks and Energy Switches at NIBAF Islamabad	Round the Clock	365

- b) The Contractor's employee(s) shall follow the instructions of NIBAF's nominated incharge and carry out all repairing / maintenance work as and when required / pointed out by the NIBAF's nominated in-charge.
- c) Contractor's staff shall mark attendance during each visit for record and it shall be maintained properly.
- d) Daily and periodic maintenance/checking for system shall be carried out as per manufacturer's instructions and shall also include (but not limited to) following service. Checklists and reports for the following work must be submitted to the NIBAF with their invoices.
- e) Following Timings shall be followed for Service Provider's On Call Support services:

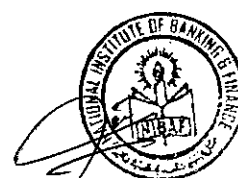
Sr. No.	Service	Time	Days
1.	On Call Support Services by Contractor	Round the clock 24 hours a day at 30 minutes notice	Seven days a week including Sundays & holidays



SCHEDULD-D TO BID

Services to be Performed by Sub-Service Providers

----- No Sub Contracting is allowed -----



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SCHEDULE-E TO BID**1. Program of Performing the Services**

- b. Service Execution Plan is mandatory to be filled and is part of the Bid Evaluation Criteria. Complete details regarding the service execution plan as per the tables below:

S. No.	Item Description	Service Execution Schedule
1	Maintenance Services for Auto Doors, RFID Locks and Energy Switches at NIBAF Islamabad(01 Service Point) round the clock 24/7 (as described in Specific Services Data Schedule C to BID Volume-I)	

Notes:

In case of poor quality of services, the service provider shall make necessary changes in the service execution plan after consultation with NIBAF without any extra cost.



(Bidding Documents-Section-2-Part-1)

CONDITIONS OF CONTRACT



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GENERAL CONDITIONS OF CONTRACT

1. General Provisions Definitions:

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise. Further Words imparting to persons or parties shall include firms and organizations. Words imparting to singular or one gender shall include plural or the other gender where the context requires.

- a. **"Agreement"** means the agreement, executable by law, for rendering services which comprises of all the documents listed therein and any variation to such documents.
- b. **"Authorized Officer"** means the person notified by NIBAF to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance.
- c. **"Bid/ Bidding Documents"** means the invitation to bids floated by NIBAF, along with its related documents and the documents submitted by The Service Provider in response thereto.
- d. **"Commencement Date"** is the latest date when the Service Provider shall commence the Services after receiving Letter to Commence from NIBAF. This shall be specified in the Work Order.
- e. **"Contract"** means the contract between the parties for performance of the services specified in Schedule 'C' to the Bid Documents and comprises of the documents listed in the Agreement.
- f. **"Confidential Information"** means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value.
- g. **"Day"** means a calendar day.
- h. **"Documents"** means all documents (including any part of the Contract documents, conditions of Contract, scope of Services/ Schedules of Prices, Addenda (if any) or Confidential Information) supplied by NIBAF to the Service Provider, more fully detailed and described in Schedule to this agreement.
- i. **"Exigency Event"** means any event of emergency, need etc. requiring additional inputs/ efforts to handle the pressure or tackle the situation.
- j. **"Financial Bid"** means the priced and completed Schedules of Prices forming part of the Bid.
- k. **"Finish Date"** is the date when the term of the Contract shall expire.
- l. **"Force Majeure"** means an event or circumstances beyond the control of a party which makes performance of the party's obligations an impossibility.
- m. **"General Conditions"** means these General Conditions of Contract.
- n. **"Materials"** means articles of all kinds (other than plants and Service Provider's Equipment) to be supplied and incorporated in the Services by the Service Provider or NIBAF.
- o. **"Premises"** means the buildings, areas or places where Services are to be provided under the Contract.
- p. **"NIBAF"** means National Institute of Banking and Finance
- q. **"Services"** means services to be provided by the Service Provider in the buildings or premises defined in the Bidding Documents or as directed by NIBAF.
- r. **"Service Provider"** means the firm/company as mentioned in the letter of acceptance.
- s. **"Service Provider's Employee"** regular / contract employees of the Service Provider.
- t. **"Service Provider's Equipment"** is the Service Provider's machinery, apparatus, tool and plant brought temporarily to the buildings/premises/site for use during execution of Services under the Contract listed in the Post-Qualification Document.
- u. **"Service Points"**: means number of locations of the service(s).

- v. **"Term"** means the time period of validity of original Contract.
- w. **"Work Order"** is the written legible order issued by NIBAF after signing of the Contract with the successful Bidder.

2. PERFORMANCE GUARANTEE

The Service Provider shall furnish a Performance Guarantee equal to 5% of the total contract price in the shape of Bank Guarantee/Bank draft issued from schedule bank in Pakistan, which will be valid for the Contract Period. Notwithstanding any thing contained in the Contract and / or applicable law the Performance Guarantee shall be forfeited if the Services Provider fails to perform its obligations under the Contract.

3. PRIORITY OF CONTRACT DOCUMENTS

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

- 3.1 The Agreement
- 3.2 Letter of Acceptance
- 3.3 The completed Form of Bid
- 3.4 Conditions of Contract
- 3.5 The completed Schedules to Bid including Schedule of Prices/ Financial Bid
- 3.6 The Drawings, if any
- 3.7 The Specifications, if any
- 3.8 Minutes of Contract Award meeting, if any.

The Contract Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of NIBAF for clarification. In case of conflict between the documents, the most stringent requirement shall be deemed to be included in the Contract as determined by NIBAF.

4. COMMUNICATIONS, LAW AND LANGUAGE OF THE CONTRACT

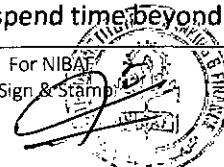
- 4.1 Communications between parties that are referred to in the Contract shall be effective only when in writing. A notice shall be effective only when it is delivered to the concerned party.
- 4.2 The language of the Contract is English / Urdu.
- 4.3 The law governing the Contract is the relevant law of the Islamic Republic of Pakistan.
- 4.4 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.

5. SERVICES

The Services include as mentioned in bidding documents and in accordance with NIBAF requirements, industry best practices and adequate standards of hygiene.

6. SERVICE EXECUTION SCHEDULE

- 6.1 The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. NIBAF however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the NIBAF which will be communicated to the Service Provider from time to time.
- 6.2 The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by NIBAF and if the Service Provider has to spend time beyond



the assigned service schedule to complete the contractual obligation, the NIBAF shall not be responsible for any extra payment.

6.3 On holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, NIBAF is entitled to impose penalty as per clause – 13(iii).

6.4 The Service Provider shall have to coordinate with the authorized officer of NIBAF in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations as per Clause-6.

7. RESPONSIBILITIES/ LIABILITIES OF THE SERVICE PROVIDER

The Service Provider shall be exclusively responsible for the following during the currency of the Contract:

7.1 Execution of the services in context with the Contract.

7.2 The Service Provider shall execute the services in a professional manner and shall be responsible to comply with all applicable laws of the land. It is clearly understood that the Service Provider's employees engaged by the Service Provider shall neither have any employment relationship or employment nexus with NIBAF in any form what so ever and NIBAF shall not take any responsibility whatsoever in this regard

7.2.1 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.

7.3 Ensure that all the applicable laws are fully met and accordingly indemnify NIBAF against any claims with regard to above.

7.4 To arrange, bring at site and keep in working order, the equipment necessary to carry out the services under the contract.

7.5 Service Provider shall follow professional official etiquette while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service providers cards for identification and any others practices which are followed in NIBAF.

7.6 Obtaining all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.

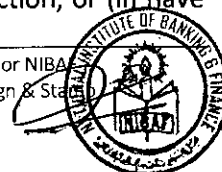
7.7 Observance of security protocol as per NIBAF's requirement for execution of services like security clearance of its employees, etc. which data shall also be provided to NIBAF for its need.

7.8 To ensure observant of relevant rules, regulations, standards, safety measures, security guidelines and maintain good order at the premises as communicated by NIBAF from time to time during execution of the services.

7.9 The Services Provider will arrange necessary changes in the Services Management Schedule:

7.9.1 If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per NIBAF's security protocol/requirement.

7.9.2 If NIBAF finds that any of the Service Provider's representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have



reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall, arrange for a replacement.

7.9.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of its employees

7.9.4 NIBAF shall not be responsible for any injury caused to any of the employee(s) of the Service Provider due to negligence on the part of such employee(s) of the Service Provider.

7.10 The Service Provider shall provide NIBAF information about its working practices, materials and equipment and shall operate in a manner which does not compromise NIBAF's security or environment standards and applicable laws. Service Provider shall also provide NIBAF with any information which it may have related to a potential or actual security threat to NIBAF.

7.11 Service Provider shall be exclusively liable for and shall indemnify and hold harmless NIBAF, its agents and employees from all losses arising out of the Service Provider's negligence or breach of the Contract. This may include damage to the paints/ polish works, false ceilings, wooden or metallic works, tiles, marbles, plants, wires, pipes, fixtures of any kind, antiques, glass items, window blinds, etc. NIBAF shall determine the amounts of such losses/ damages and the Service Provider hereby expressly waives his all or any right to change or challenge the same. The Service Provider shall have to make good all such losses/ damages within time frame specified in the Notice, to the entire satisfaction of NIBAF after receiving written notice from NIBAF.

8. SERVICE PROVIDER'S WARRANTIES

The Service Provider undertakes warrants and represents that at all times:

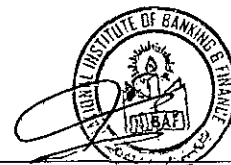
- 8.1 It has the requisite power and authority to enter into and perform this Contract;
- 8.2 It holds valid license and authority to carry out the Services;
- 8.3 It shall execute the services in professional manner in terms of required skill set to carry out such Services
- 8.4 Service Provider's employee(s) to carry out the Services have no criminal record.
- 8.5 Service Provider shall not act in a way which is prejudicial to NIBAF's interests or business;
- 8.6 The Services shall be fit for the express or implied purposes for which supplied.
- 8.7 The Service Provider shall adhere all lawful and reasonable directions of NIBAF when at NIBAF's premises, all rules and security policies and NIBAF may exclude any service provider's resources from its premises for any actual or threatened breach of these policies.
- 8.8 Any breach by Service Provider of this Clause-8, constitutes a material breach of the Contract and may lead towards Termination as per Clause-19. In addition to NIBAF's rights under the Contract, NIBAF shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.

9. CONTRACT PERIOD/TERM AND EXTENSIONS

- 9.1 The duration of this contract shall be twelve (12) months, renewable for further two years, on mutual consent and on the same rates, terms and conditions.
- 9.2 The Contract may be extended on same terms and conditions for a period suitable for NIBAF to call new tenders and award of a fresh contract. Under such circumstances, the Retention Money of the Service Provider shall be released after execution of a fresh Contract with the new Service Provider and successful expiry of the period for which the services of the Service Provider were required by NIBAF.

10. ACCESS TO THE BUILDINGS/ PREMISES AND STORES

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Sign & Stamp

- 10.1 Before the commencement of the Contract, NIBAF will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per NIBAF Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract.
- 10.2 The Service Provider shall allow and ensure easy access of authorized person(s) of NIBAF to his office, store or other areas under his control while providing the Services under the Contract.

11. INSTRUCTIONS, INSPECTIONS AND AUDITS

- 11.1 The Service Provider shall carry out all instructions of NIBAF communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located.
- 11.2 The Service Provider shall permit NIBAF and its auditors to inspect the Service Provider's accounts and records relating to the performance of Service Provider, and to have them scrutinized and verified through the authorized representative(s) if so required by NIBAF.

12. IDENTIFICATION AND CORRECTION OF DEFECTS

- 12.1 NIBAF shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- 12.2 The NIBAF's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, NIBAF may issue notice to the Service Provider.
- 12.3 For each deficiency and poor service, NIBAF will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to NIBAF under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.
- In addition to the above penalty, the NIBAF would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of NIBAF and / or third party due to any fault on the part of the Service Provider.
- 12.4 If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, NIBAF may after giving the 14 day's notice to Service Provider terminate the Contract. Notwithstanding anything in contained in the Contract and / or applicable law, the Performance Guarantee and Retention Money shall be forfeited and NIBAF shall also debar the Service Provider from participation in future Contracts.

13. PAYMENTS TO THE SERVICE PROVIDER

- 13.1 The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.
- 13.2 In case of unavailability of services, NIBAF will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:
- $$\left(\frac{\text{Monthly charges as per services execution plan (per point)}}{30} \right) \times \text{Number of days for which services remained unperformed}$$
- 13.3 Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by concerned designated NIBAF's Official/s. Furthermore, payments will be made to the service provider as per actual services rendered against the identified service points as per NIBAF's requirements.

14. CURRENCY, TAX, PRICE ADJUSTMENTS

14.1 *Payments will be made in Pak. Rupees.*

14.2 All applicable taxes shall be deducted by NIBAF at source unless a valid tax/ duty exemption certificate is submitted by the Service Provider.

14.3 *The Contract Price shall be adjusted increase or decrease in cost resulting due to imposition of any tax, levies, charges or any other applicable laws/regulatory requirement during the pendency of the contract which affects the Service Provider in the performance of obligations under the Contract. Such adjustment shall be made on actual basis only.*

The most advantageous bidder or successful bidder will provide break up of quoted amount at the time of award of contract for future reference, if required.

14.4 Relevant taxes/ duties shall be recovered/ deducted as per the prevailing applicable rates at the time of release of payments to the Service Provider.

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

15. RETENTION MONEY

15.1 NIBAF shall retain an amount equal to 5% of the gross amount of monthly payable fee. This retention money will be released to the Service Provider on successful and satisfactory completion of Contract.

15.2 In case, the Contract is extended for additional time period as per Clause-9(ii), the Retention Money of the Service Provider shall be released after execution of a fresh Contract with the new Service Provider and successful expiry of the period for which the services of the Service Provider were required by NIBAF.

16. SUB-CONTRACTING

Sub-contracting is not allowed except in accordance with Clause-29.5.

17. EXIGENCY / ADDITIONAL SERVICES

In case additional services are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of NIBAF at any time. NIBAF shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item as following equation:

$$\frac{\text{Monthly charges as per services execution plan (per point)}}{30} / (X \text{ hours})$$

18. SERVICE PROVIDER'S RISKS

18.1 From the Commencement Date until the expiry of the Contract as per Clause-9, and issuance of Completion/ Expiry Certificate or Termination Letter by NIBAF as per Clause-19 and 24, the risks of personal injury, death, and loss of or damage to property of NIBAF and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc.(including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.), all such risks are Service Provider's risks. The Service Provider shall have to make good all damages/losses to NIBAF. In case of failure, NIBAF reserve the right to take punitive action.

- 18.2 The Service Provider shall indemnify and keep indemnified NIBAF, at all times against any loss, claim, damage, charge occurred to NIBAF due to negligence or fraud committed by Service Provider or its employee. The Service Provider may obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud if any, committed by the Service Provider and shall indemnify and keep indemnified NIBAF, at all times against any such loss, claim, damage, charge. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify NIBAF regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the NIBAF's claim within the afore-said period shall authorize NIBAF to deduct the claimed amount from the amount payable to Service Provider.

19. TERMINATION OF THE CONTRACT

- 19.1 NIBAF shall be entitled to immediately terminate the Contract if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies.
- 19.2 NIBAF by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NIBAF's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 19.3 NIBAF shall be entitled to terminate or suspend the Contract:
- 19.3.1 Immediately if Service Provider suffers (or is likely to suffer) an insolvency event or, undergoes a material change in its management, ownership or control; or
- 19.3.2 The Service Provider's employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan.
- 19.3.3 At any time subject to at least 30 days' notice.
- 19.4 The Service Provider may terminate the Contract by giving sixty (60) days to NIBAF if NIBAF fails to make payments to the Service Provider in accordance with the Contract in reasonable time.

20. PAYMENTS UPON TERMINATION

If the Contract is terminated because of default of the Service Provider, NIBAF will release amounts payable for the days involved on pro-rata basis and for materials and tools consumed on actual basis. If the total amount already released by NIBAF exceeds any payment due to the Service Provider, the difference shall be recovered from the payable amounts or the Retention Money.

21. FORCE MAJEURE AND RELEASE FROM PERFORMANCE

- 21.1 "Force Majeure" shall mean an unforeseeable event that impairs the ability of the Party, affected by it, to wholly or partially perform its obligations under this Contract. In case of either party, hereto, being rendered unable, wholly or in part, by Force Majeure circumstances to carry out its obligations under this Contract, such party by giving notice with satisfactory evidence of such Force Majeure circumstance(s) relied upon, the obligations of the party giving such notice so far as they are affected by such Force Majeure shall be suspended for the period during which the party, is rendered unable as aforesaid, but for no longer period. However, such notice must be given within fifteen (15) days of occurrence of Force Majeure event. The terms Force Majeure as employed herein, shall include but not be limited to acts of God or war, (war whether declared or undeclared) acts of terrorism or sabotage, or public enemy; riots and insurrection; civil commotion; revolution; embargo, blockade, invasion or act of foreign enemies; epidemic;

landslide, lightening, earthquake, loss of well, reservoir failure, change of law or policy, or any other cause beyond the control of the affected Party which materially and adversely affects the performance by such Party of its obligations under or pursuant to this Contract, other than to make payments due hereunder, acts of enemies, civil insurrection, fires, floods, earthquakes or other physical disasters, order or request of Government, blockade or embargo. It is however, clarified that strikes, lockouts, shortage or non-availability of raw materials, rains disturbances, other labour disputes or non-availability of transport shall not be included in the term "Force Majeure". During the established period of Force Majeure as contained hereinabove, the Service Provider shall not be entitled to payment for Services and NIBAF shall not impose penalty.

- 21.2 In case the Force Majeure contingencies last continuously for more than one month, both parties will agree on the necessary arrangement for the further implementation of the contract. In case further implementation is unforeseeable and impossible, both parties shall arrange for the termination of the Contract, but without prejudice to their right and obligations prior to such termination, it being understood that each party shall fulfill its contractual obligations so far as they have fallen due before the operation of Force Majeure.

22. DISPUTES AND PROCEDURE FOR DISPUTES RESOLUTION

- 22.1 If any dispute arises between the parties (Service Provider and NIBAF), regarding the performance of the Services or anything contained in the Agreement or the Contract, the matter shall be referred to the Director (Administration) or any other officer authorized by NIBAF who will examine the matter in detail and give a decision.
- 22.2 In case any party is not satisfied with the officer's decision, the matter shall be referred to arbitration in accordance with the Arbitration Act, 1940.

23. EARLY WARNINGS BY THE SERVICE PROVIDER

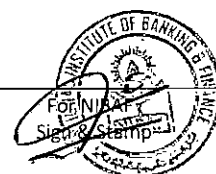
- 23.1 The Service Provider shall warn NIBAF in writing at the earliest opportunity of specific likely future events, problems or circumstances whether on Service Provider's part or on NIBAF's part, that may adversely affect the quality of Services. The Service Provider should also provide the details of likely corrective measures required.
- 23.2 NIBAF shall evaluate and decide the corrective measure to be adopted as soon as reasonably possible.
- 23.3 If the Service Provider fails to give an early warning without any justified reason, as per Clause 23.1, he shall be held responsible for all the consequences thereof.

24. PERFORMANCE / COMPLETION CERTIFICATE

NIBAF will provide a Performance / completion Certificate to the Service Provider on his written request.

25. CONFIDENTIALITY

- 25.1 Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by NIBAF to the bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.
- 25.2 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 NIBAF's prior written consent.



- 25.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or service provider, NIBAF may reject its bid and/or terminate the contract.

26. INDEMNIFICATION

- 26.1 Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out as a NIBAF, in whatsoever form, manner or capacity.
- 26.2 Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.
- 26.3 Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon
- 26.4 All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.

27. INDEPENDENT SERVICE PROVIDER

- 27.1 The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that NIBAF will not provide the Service Provider or the Service Provider's employees 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.
- 27.2 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's employee(s) is entitled under his/her contract with Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider's employee (s) shall be entitled to seek employment with NIBAF 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 NIBAF or was deployed to NIBAF.

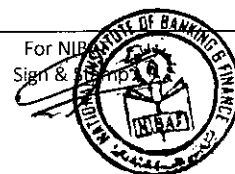
28. ATTENDANCE OF MEETINGS

- 28.1 The Service Provider shall attend all the meetings, when called by NIBAF, to discuss the quality of services and other matters related to the Contract, without any compensation from NIBAF.
- 28.2 The minutes of such meetings will be recorded by the Authorized Officer and circulated among the participants.

29. DECLARATION

- 29.1 The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from NIBAF through any corrupt business practice.
- 29.2 The terms and conditions and the Schedules thereto represent the entire Contract and understanding between NIBAF and the Service Provider, in relation to the subject matter hereof

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and supersede all previous agreements and/or understandings between the parties in relation thereto.

- 29.3 If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of the Contract and it shall not affect the enforceability of the rest of the Contract.
- 29.4 Unless expressly provided, no term of this Contract is enforceable by any third party.
- 29.5 This Contract is personal to Service Provider and Service Provider shall not assign or subcontract any of its rights or obligations under it without NIBAF's prior written consent. Any subcontracting shall be on terms consistent with these Conditions.
- 29.6 The Contract shall be governed by the laws of Pakistan and Service Provider and NIBAF agree to submit to the exclusive jurisdiction of the courts in Pakistan.

30. HEALTH, SAFETY, ENVIRONMENT AND SECURITY (HSE&S)

- 30.1 The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as NIBAF's instructions, procedures or policies related thereto, at no additional cost to NIBAF. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.
- 30.2 NIBAF may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that NIBAF's recommendations and industry standards in this regard are implemented without any delay.
- 30.3 The Service Provider shall provide NIBAF information about its working practices, materials and equipment and shall operate in a manner which does not compromise NIBAF's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide NIBAF with any information which it may have related to a potential or actual security threat to NIBAF.
- 30.4 The Service Provider shall certify in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.
- 30.5 NIBAF reserves the right to terminate this Contract without notice to the Service Provider in the event of violation of this Clause-30 by the Service Provider and related HSE&S requirements of NIBAF communicated to the Service Provider from time to time.
- 30.6 The Service Provider shall pay special attention to the following environmental protection measures:
- Use of clean fuels to minimize air polluting emissions.
 - Control of other air pollutants.
 - Recovery and recycling of usable materials.*
 - Control of vehicle noise.
 - Control of noise from power facilities.
 - Limitation of Vibrations.
 - Preservation of natural land to the extent possible.
 - Preservation of archaeological Sites.
 - Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc.

31. ELECTRIC POWER SUPPLY, WATER SUPPLY, TELEPHONE ETC.

Water and electric power for rendering the services under the contract will be provided by NIBAF. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by NIBAF.

32. FIRST AID FACILITIES

The Service Provider shall provide his resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.

33. DEBARMENT / BLACKLISTING:

The NIBAF can inter alia blacklist Service Providers/ bidders found to be indulging in corrupt or fraudulent practices. Such matters would be referred to NIBAF Blacklisting Committee, which is empowered to take action accordingly per Rule 19 of PPR-2004.

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

34 Beneficial Ownership information

For works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:

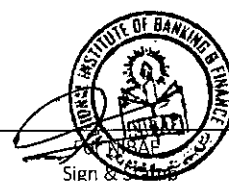
- i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,
- ii. Reject the bid of the said company.



(Bidding Documents-Section-3-Part-1)**STANDARD FORMS**

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

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**AGREEMENT FOR OUTSOURCING OF MAINTENANCE SERVICES FOR AUTO DOORS, RFID LOCKS
AND ENERGY SWITCHES AT NIBAF ISLAMABAD**

This agreement for outsourcing of Maintenance Services for Auto Doors, RFID Locks and Energy Switches at NIBAF Islamabad the _____ day of the month of _____ 2022.

BETWEEN

National Institute of Banking and Finance, having its office located at Islamabad represented by the Managing Director (hereinafter referred as "**NIBAF**") (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of The First Part.

AND

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

WHEREAS NIBAF is desirous of outsourcing its Continuous and un-interrupted management service in its buildings and premises from an independent Service Provider for which purpose NIBAF issued a Invitation to Bid (ITB) No. NIBAF/ENGG/ __ calling for bids in the manner as provided for in the Public Procurement Rules, 2004 (PPR-2004).

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

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

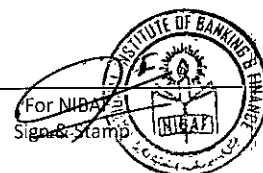
NOW THEREFORE the parties hereto agree as follows:

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

- The Conditions of Contract;
- Instructions to bidders and bid data sheet
- Schedule B to Bid: Schedule of Prices
- Schedule C to Bid: Specific Services Data
- Schedule E to Bid: Proposed Methodology/ Program of Performing the Services
- Schedule F to Bid: Integrity Pact (if applicable)
- Letter of Acceptance
- Performance Guarantee
- Addendum / corrigendum (If any)

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

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- a) The Service Provider shall carry out the Services only through its regular / contracted employees, 'in accordance with the provisions of the Conditions of Contract and ITB; and
- b) NIBAF shall make payments to the Service Provider in accordance with the provisions of the same after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during provision of the services.

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

For and on behalf of **National Institute of Banking and Finance** _____

[Authorized Representative] (Name, Designation and signature)

Witness-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____

For and on behalf of _____

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

Witnesses-1:

Signed by: _____

CNIC # : _____

Witness-2:

Signed by: _____

CNIC #: _____

FORM OF BID SECURITY

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

Guarantee No. _____

Executed on _____

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

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Bidder) with

address: _____

Penal Sum of Security (express in words and

figures): _____

Bid Reference No. _____ Date of Bid _____

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

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

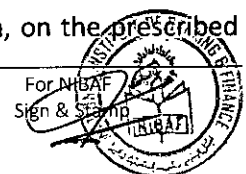
WHEREAS, NIBAF has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to NIBAF, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the bid;
- (2) that in the event;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub Clause 16.6 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Guarantee, in accordance with Sub Clause 20.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract, in accordance with Sub Clauses 20.2 of Instructions to Bidders,

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

NOW THEREFORE, if the successful bidder shall, within the period specified therein, on the prescribed

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

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

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

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

Guarantor (Bank)

Witness:

1.

Corporate Secretary (Seal)

2.

(Name, Title and Address)

1. Signature

2. Name:

3. Title

FORM OF PERFORMANCE GUARANTEE

(Bank Guarantee)

Validity (Contract period)

Guarantee No. _____

Executed on _____

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

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Service Provider) with

address: _____

Penal Sum of Guarantee (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the NIBAF's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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


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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to NIBAF without delay upon the NIBAF's first written demand without cavil or arguments and without requiring NIBAF to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NIBAF's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to NIBAF's designated NIBAF and Account Number.

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

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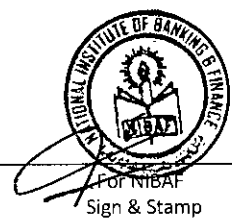
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person.

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

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TWO VOLUMES

Volume-I: Instructions to Bidders & Conditions of Contract

Volume-II: Financial Bid



**NATIONAL INSTITUTE OF BANKING AND FINANCE
ISLAMABAD**

Financial Bid

For

**OUTSOURCING OF MAINTENANCE SERVICES FOR AUTO DOORS, RFID LOCKS AND ENERGY SWITCHES
at**

National Institute of Banking and Finance (NIBAF), Islamabad

Bidding Documents

Volume-II

August 2022

SCHEDULE-B TO BID

S. No.	Item Description	Rate per Month	Annual Amount (Pak Rs.)
		(Pak Rs.)	
1	Technical Services for Round the clock 24/7 maintenance of Auto Doors, RFID Locks and Energy Switches (as described in Specific Services Data Schedule C to BID Volume-I)		
Total (Inclusive of all applicable taxes)			

Rupees (in words): _____ only

Note:

1. Rates quoted should be inclusive of all taxes, duties, salaries, social benefits, compensations, applicable taxes, EOBI contributions, employee's social security contributions, contractor's overheads, profits, consumables etc. under applicable laws.
2. 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.

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