



## **BIDDING DOCUMENTS**

### ***Procurement of General Support Services for National Institute of Banking & Finance (NIBAF)***

**October 2022**

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**Invitation for Bids**  
**Invitation for Bids (IFB)**



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

**Invitation for Bids (IFB)**

IFB No. *NIBAF (Proc.)/General Support Services/* /2022

National Institute of Banking & Finance (NIBAF) invites sealed bids for “Procurement of General Support Services” for its offices in Islamabad, Lahore, Quetta & Karachi for a period of one year further extendable for two years on yearly basis upon mutual consent on same rates, terms & conditions, from the firms registered with relevant Tax Authorities and who appear on the active taxpayers list of FBR.

Bidding will be conducted using National Competitive bidding (single Stage One Envelope) under Rule 36 (a) of Public Procurement Rules and is open to all eligible bidders as defined in Public Procurement Rules-2004.

Bidders must have a documented track of completing at least 03 similar assignments, during last 03 (Three) years of similar functional/technical characteristics and of a comparable scale. They should have adequate liquid assets and/or credit facilities, net of other contractual commitments, turnover of Rs.5 million at least per year.

Bidding documents containing detailed terms & conditions, etc. are available for the interested bidders which may be downloaded free of cost from website of NIBAF, SBP or PPRA i.e. [www.nibaf.gov.pk](http://www.nibaf.gov.pk), [www.sbp.org.pk](http://www.sbp.org.pk) or [www.ppra.org.pk](http://www.ppra.org.pk).

Pre-Bid meeting will be held on **October 31, 2022** at **11:30** am to address their queries. Duly authorized representative of interested bidders can participate in the meeting.

The bids prepared in accordance with the instructions contained in the bidding documents, must reach office of the undersigned on or before **November 07, 2022 11:00 am**. Bids will be opened on the same day at **11:30 am** at National Institute of Banking & Finance (NIBAF), Pitras Bukhari Road, H-8/1, Islamabad in the presence of representatives of bidders, who may choose to be present.

This Invitation for Bid (IFB) is also available on aforementioned websites.

**Sr. Joint Director Administration,**  
National Institute of Banking & Finance  
H-8/1 Pitras Bukhari Road, Islamabad  
Tel: 051-9269844  
Email: [imran.raza@sbp.org.pk](mailto:imran.raza@sbp.org.pk)

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## **Section II: Instructions to Bidders**

### **A. General**

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|---------------------------------------|---|
| <b>1. Scope of Bid</b>                | <p>1.1 National Institute of Banking &amp; Finance (NIBAF) situated at Sector H-8/1, Pitras Bukhari Road, Islamabad, hereinafter called the “Client”, invites sealed bids from tax registered eligible Bidders pursuant to Rule 36(b) “Single stage one envelope procedure” of PPR-2004 for “<b>Procurement of General Support Services</b>” as described in greater detail in these Bidding Documents.</p> <p>1.2 The title and identification number of the Invitation for Bid (IFB) and resulting Contract(s) are provided in the Bid Data Sheet.</p>  |
| <b>2. Eligible Bidders</b>            | <p>2.1 This bidding process is open to all bidders who may meet the minimum eligibility/qualification criteria given in BDS.</p> <p>2.2 Joint Ventures shall not be permitted to submit bid.</p> <p>2.3 A firm declared ineligible by the institute in accordance with Rule 19 of PPR-2004 shall not be permitted to submit bid.</p> <p>2.4 Bidders shall provide evidence of their continued eligibility satisfactory to the institute, as the institute shall reasonably request.</p> <p>2.5 Bidder should meet all the minimum eligibility conditions as if defined in Bid Data Sheet (BDS).</p> |
| <b>3. Qualification of the Bidder</b> | <p>2.6 Bidder/Firm who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process</p> <p>3.1 All bidders shall provide, Form of Bid and Qualification Information, as required in BDS.</p> <p>3.2 All bidders shall provide all the documents with their bids as specified in the Bid Data Sheet</p> <p>3.3 To qualify for award of the Contract, bidders shall meet the mandatory evaluation criteria as specified in Bidding Document.</p>  |
| <b>4. One Bid per Bidder</b>          | <p>4.1 Each Bidder shall submit only one Bid individually.</p>  |
| <b>5. Cost of Bidding</b>             | <p>5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will in no case be responsible or liable for those costs.</p>   |

## **B. Bidding Documents**

### **6.Content of Bidding Documents**

- 6.1 The contents of the Bidding Documents are listed below and subscribes to Rule 23 of PPR 2004. These should be read in conjunction with any addenda issued in accordance with ITB Clause 8:

Instructions to Bidders (ITB)  
Bid Data Sheet (BDS)  
Form of Contract  
General Conditions of Contract (GCC)  
Special Conditions of Contract (SCC)  
Description of Services  
Performance Specifications  
Appendices  
Security forms

- 6.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **7.Clarification of Bidding Documents and Pre-bid Meeting**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Institute in writing at the given address and by one of the means indicated in the BDS. In accordance with provision of Rule 32 of PPR 2004, if a Bidder feels that any important provision in the documents will be unacceptable; such an issue should be raised as soon as possible. The Institute will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days prior to the deadline of submission of bids. Copies of the Institute's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Institute.

- 7.2 When specified in the BDS, the Institute will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Institute. Any modification to the Bidding Documents listed in ITB Clause 6.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Institute only by issuing an Addendum pursuant to ITB Clause 8 and not through the minutes of the pre-bid meeting.

### **8.Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 8.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Institute. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- 8.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Institute may, at its discretion,

extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR 2004.

### **C. Preparation of Bids**

- 9. Language** 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Institution shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Urdu in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Any other materials / services required to be completed and submitted by bidders, as specified in the Bidding Data Sheet.
- 11. Bid Prices** 11.1 The Contract shall be for the Services, as described in the Appendix A & B of the contract.
- 11.2 The Bidder shall fill in rates and prices for all items of the Services described in the scope of services (or Terms of Reference), and as listed in the Activity Schedule. Items for which no rate or price is entered by the Bidder will not be paid for by the Institute when executed and shall be deemed covered by other rates and prices in the Activity Schedule.
- 11.3 All duties, indirect taxes, and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. Any new indirect tax or duty levied by the Government during the bidding process shall be adjusted/ included in the bid price.
- 11.4 If provided for in the Bidding Data Sheet, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 5.2 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 11.5 For the purpose of determining the remuneration due for additional Services a breakdown of the lump-sum price shall be provided by the Bidder in the form of Breakdown of the Contract Price.
- 12. Currencies of Bid and Payment** 12.1 Price shall be quoted by the Bidder and the payments to be made by the Institute wouldin Pak Rupees unless otherwise provided at SCC
- 13. Bid Validity** 13.1 Bids shall remain valid for the period specified in the Bid Data Sheet.
- 13.2 In exceptional circumstances, the Institute may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shallbe made in writing or by fax or email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 14 in all respects.

- 14. Bid Security**
- 14.1 The bid security shall be denominated in the currency of the bid:
- (a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a scheduled Bank ;
  - (b) be substantially in accordance with one of the forms of bid security included in bidding documents or other form approved by the Institute prior to bid submission;
  - (c) be payable promptly upon written demand by the Institute;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of at least 28 days beyond the original validity period of bids, or at least 28 days beyond any extended period of bid validity subsequently requested pursuant to ITB Clause 13.2.
  - (f) bids submitted with insufficient bid security will be rejected.
  - (g) unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 13.2.
  - (h) the successful Bidder's bid security will be discharged upon the submission of performance security.
- 14.2 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 30 or fails to provide performance security.

**15.Format and Signing of Bid**

- 15.1 The Bidder shall prepare one original bid.
- 15.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 10.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 10.1. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**D. Submission of Bids**

**16.Sealing and Marking of Bids**

- 16.1 The Bidder shall seal the original bid in envelope, shall be addressed to the institution at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE [ time and date],".
- 16.2 In addition to the identification required in Sub-Clause 16.1, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 18.
- 16.3 If the envelope is not sealed and marked as above, the Institute will assume no responsibility for the misplacement or premature opening of the Bid.



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|--|------|---|
| <b>17. Deadline for Submission of Bids</b>     | 17.1 | Bids must be received by the Institution at the address specified in Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.  |
|  | 17.2 | The Institute may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8, in which case all rights and obligations of the Institute and the bidders previously subject to the original deadline will then be subject to the new deadline. |
| <b>18. Late Bids</b>                           | 18.1 | Any Bid received by the Institute after the deadline prescribed in ITB Clause 17 will be returned unopened to the Bidder.   |
| <b>19. Modification and Withdrawal of Bids</b> | 19.1 | The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Institution prior to the deadline prescribed for submission of bids.                     |
|  | 19.2 | No bid may be modified after the deadline for submission of bids.   |
|  | 19.3 | No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.         |

### **E. Bid Opening and Evaluation**

- |                                       |      |   |
|---------------------------------------|------|---|
| <b>20. Bid Opening</b>                | 20.1 | The Institute will open all bids, including withdrawals and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.  |
| <b>21. Process to Be Confidential</b> | 21.1 | Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process pursuant to rule 41 of PPR2004. Any effort by a Bidder to influence the Institute's processing of bids or award decisions may result in the rejection of his Bid.  |
| <b>22. Clarification of Bids</b>      | 22.2 | During the bid evaluation, the Institute 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.  |
| <b>23. Preliminary Examination</b>    | 23.1 | The Institute will examine the bids to determine whether they are complete, whether bid validity is provided accordingly; whether required sureties/earnest money have been furnished (in case of single stage two envelopes bidding procedure 36 (b) of PPR 2004, earnest money will be checked at the time of financial proposal opening); whether the documents have been properly signed, whether the bids are generally in order; whether Bidder has provided the signed Bid Form (Form I) of Section III; and whether Bidder has qualified for the minimum eligibility/qualification criteria as stated in Bidders Eligibility/Qualification Criteria (Form I) of Section IV. |
|                                       | 23.2 | Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will also be rejected.  |
| <b>24. Correction of Errors</b>       | 24.1 | Bids determined to be substantially responsive will be checked by the Institute for any arithmetic errors. Arithmetical errors will be rectified by the Institute on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total  |

price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 24.2 The amount stated in the Bid will be adjusted by the Institute in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited.

**25. Evaluation and Comparison of Bids**

- 25.1 The Technical & Financial Proposals will be evaluated simultaneously and the bid found to be the lowest evaluated bid shall be accepted.

**26. Contacting the Purchaser**

- 26.1 Subject to ITB Clause 21, no Bidder shall contact the Institution on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Institute in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**27. Award Criteria**

- 27.1 The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliant and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.

**28. Institute's Right to Reject all the Bids**

- 28.1 The Institute reserves the right to annul the bidding process and reject all bids at anytime prior to award of contract.

**29. Institute's Right to Vary Inputs/ Outputs at Time of Award**

- 29.1 Institute reserves the right at the time of contract award to increase or decrease in input or output without any change in unit price or other terms and conditions.
- 29.2 Provided such variation should be in line with the provisions of PPR-2004.

**30. Notification of Award and Signing of Agreement**

- 30.1 Prior to the expiration of the period of bid validity, the Institute will notify the successful Bidder in writing, to be confirmed in writing by registered letter/email, that its bid has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Institute will discharge its bid security.
- 30.4 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser. Successful bidder shall sign Contract Agreement on stamp paper after paying stamp duty as per relevant applicable stamp duty act.

**31. Disqualification prior to Contract Signing**

- 31.1 If all bids are proposed to be rejected and bids are to be re-invited, the conditions required at Rule 33 of PPR 2004 should be met. However after issuance of Notification of Award and prior to entry into force of the procurement contract as per Rule 2 (h) of PPR-2004 if a Bidder has been disqualified pursuant to Rule 18, Rule 19 of PPR-2004 or any reason that has led to disqualification of a bidder if the conditions of his qualification are invalidated the next lowest evaluated bid will be rendered as responsive if accepting this bid does not conflict with Rule 2 (l). For

rejecting the lowest responsive bid and opting for 2nd lowest bidder, opportunity of being heard should be provided to bidder with lowest evaluated bid and prior approval of competent authority of Institute must be obtained.

**32. Performance Guarantee**

- 32.1 Within twenty-one (21) days or any other period specified in BDS, of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security for amount as specified in BDS as per the Performance Security Form provided in the bidding documents, or in another form acceptable to the Institute.
- 32.2 Failure of the successful Bidder to comply with the requirements of Sub-ITB Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and award of contract to next lowest evaluated bidder.

**33. Advance Payment and Security**

- 33.1 The Institute will provide an Advance Payment on the Contract Price if stipulated in the Special Conditions of Contract.

**34. Dispute Resolution**

- 34.1 In case of any dispute parties should try to resolve the dispute amicably. Moreover, if the matter is not resolved then it may be referred to arbitrator as per applicable law.

**35. Code of Conduct**

- 35.1 It is the Institute's policy to require that Consultant/ Service Providers, Suppliers, and Service Provider under Institute-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Institute follows, inter alia, the instructions contained in PPR 2004 which defines:

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

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

Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

Nature of Offense/ Fault	Means of Verification	Proposed Action under Rule 19
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.
Fraud	Cross verification of documentary undertaking (submitted by Service Provider/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)

Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Service Provider/bidder/supplier/consultant.	Blacklisting for 1-2 years. (Depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.

- 35.3 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 the Institute and bidder shall be solely responsible for seeing that a proper receipt is provided.
- 35.4 Pursuant to Rule 7 of PPR 2004 bidders undertake to sign an Integrity pact in accordance with prescribed format attached hereto at Section 7 for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by Institute.
- 35.5 Institute's policy requires that selected bidder provide professional, objective, and impartial advice, and services and at all times hold the Institute's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Institute, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement
- 35.6 Without limitation on the generality of the foregoing, bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- A bidder that has been engaged by the Institute 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, 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.
  - A bidder (including its Personnel and Sub-Service Providers) 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.
  - A bidder (including its Personnel and Sub-Service Providers) that has a business or family relationship with a member of the Institute's staff who is directly or indirectly involved in any part of (i) the preparation of the scope of services, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the Institute.

- d) Bidders shall not recruit or hire any agency or current employees of the Institute. Recruiting former employees of the Institute or other civil servants to work for the bidders is acceptable provided no conflict of interest exists. When the bidder nominates any government employee as Personnel in their bid, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Institute by the bidder as part of bid.

**36. Overriding  
Effect of PPR-  
2004**

- 36.1 Whenever in conflict with these documents the stipulation of PPR-2004 shall prevail.

## G. Bid Data Sheet

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

ITB Clause/s 1.1	<b>Procurement of General Support Services for National Institute of Banking &amp; Finance</b>
1.2	<b>Procurement of General Support Services for National Institute of Banking &amp; Finance (NIBAF)</b>  IFB No. <i>NIBAF (Proc.)/General Support Services/</i> /2022
2.5	The minimum eligibility/ qualification criteria applicable is as follows: <ul style="list-style-type: none"> <li>i. The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.</li> <li>ii. The bidder should have minimum 03-years of experience of providing general support services.</li> <li>iii. Experience of providing similar services in government organizations will be preferred.</li> <li>iv. The bidder should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).</li> </ul>
2.6	Bidder/Firm who has violated the law of land of any country and recorded in any sanction list will not be eligible to participate in the bidding/procurement process.
3.3	Eligibility Criteria is mentioned in Form I (a)
7.2	A Pre-Bid meeting will be held on <b>October 31, 2022 at 11:30 am.</b>
11.4	The Contract “is not” subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
13.1	The period of Bid validity shall be 120 (one hundred twenty days) after opening of the Bids.
14.1	Bid security of Rs. 200,000/- ( <i>Rupees Two Hundred Thousand only</i> ) in the form of Pay Order / Bank Draft/ bank guarantee drawn in favor of NIBAF must be accompanied with bid in sealed envelope. Bid/s found deficient or without bid security /earnest money will be rejected.

16.1	<p>The Bid shall comprise a single sealed package.</p> <p>Following should be the contents of the bid:</p> <ol style="list-style-type: none"> <li><b>1. Form-I (A) of Section III – Bid Form:</b> duly filled in and signed.</li> <li><b>2. Form-I (a) of Section IV – Minimum Eligibility /Qualification Criteria:</b> attach the evidence and reference documents</li> <li><b>3. Form-II of Section IV – Technical Compliance:</b> duly filled in and signed.</li> </ol> <p>Following should be the contents of the Financial Proposal Envelope:</p> <ol style="list-style-type: none"> <li><b>1. Form-II of Section III – Price Schedule in Pak. Rupees:</b> duly filled and signed form sealed separately for each package</li> <li><b>2. Form-III of Section III - Bid Security Form (Bank Guarantee):</b> duly filled and signed or Earnest Money in shape of Demand Draft/Payment Order or in form of bank guarantee separately for each package.</li> </ol> <p><b>Note:</b> Non-submission of above mentioned forms or in any other format or contractor to the above instructions will lead to rejection of bid.</p>
17	<p>The deadline for submission of bids shall be <b>November 07, 2022 11:00 am</b>. The Institute's address for the purpose of Bid submission is:</p> <p><b>Sr. Joint Director Administration,</b> National Institute of Banking &amp; Finance H-8/1 Pitras Bukhari Road, Islamabad Tel: 051-9269844</p>
20	<p>Bids will be opened <b>on November 07, 2022 11:30 am</b> at the following address: National Institute of Banking &amp; Finance H-8/1 Pitras Bukhari Road, Islamabad.</p>
23	<p>Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.</p>
29.1	<p><b>15% percent</b> increase or decrease of inputs or output.</p>
32.1	<p>Rs. 500,000 /- as performance guarantee with validity of 28 days beyond completion date of contract.</p>





**Form I.**  
**Bid Form**

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

To:

The Director Administration  
National Institute of Banking and Finance  
Pitras Bukhari Road,  
Islamabad.

Dear Sir:

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

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Appendix A & B and other terms and conditions of the contract agreement.

If our Bid is accepted, we will obtain the guarantee of a bank amounting to **Rs. 500,000/-** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **120 (one hundred twenty days)** from the date fixed for Bid opening under Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

Duly authorized to sign Bid for and on behalf of

**Form-II**  
Price Schedule in Pak Rupees  
(ON SERVICE PROVIDER'S LETTER HEAD)

Name of Bidder \_\_\_\_\_, IFB No. *NIBAF (Proc.)/General Support Services/* \_\_\_\_\_/2022

#	Description of services as mentioned in Appendix A & B	Service Points	First year			Second year			Third year			Total Bid amount
			Total Monthly Charges as per Proposed Category	Total Applicable Tax/s (Indirect )	Total Annual Charges inclusive of applicable (indirect taxes)	Total Monthly Charges as per Proposed Category	Total Applicable Tax/s (Indirect )	Total Annual Charges inclusive of applicable (indirect taxes)	Total Monthly Charges as per Services Execution Plan	Total Applicable Tax/s (Indirect )	Total Annual Charges inclusive of applicable (indirect taxes)	
			P	B	12*(A+B)	A	B	12*(A+B)	A	B	12*(A+B)	
1	Services Category 1	2										
2	Services Category 2	27										
3	Services Category 3	4										
4	Services Category 4	2										
		<b>35</b>	<b>Total Bid Amount (Rs.)</b>									

Note:

- Bidder shall fulfill all prevailing & applicable laws of Pakistan necessary for execution of these services.
- 10 % increase in contract price of preceding year will be admissible for 2<sup>nd</sup> and 3<sup>rd</sup> year.
- following formula In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Institute at any time. The Institute shall make an additional payment to the Service Provider on the pro-rata basis. The pro-rata calculation will be made by using:  $\left( \frac{\text{Monthly charges as per proposed plan (per point)}}{30} \right) / (9)$
- In case of interruption in services Institute will make deductions accordingly. However, deduction mechanism will be based on **services execution plan** proposed by the bidder. The deduction will be made by using following formula:  $\left( \frac{\text{Monthly charges as per services execution plan (per point)}}{30} \right) * \text{no of days for which services remained unperformed}$

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

**Form III**  
**Bid Security Form (Bank Guarantee).**

*[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

**Beneficiary:** *[insert: **Name and Address of Institute**]*

**Date:** *[insert: **date**]*

**BID GUARANTEE No.:** *[insert: **Bid Guarantee Number**]*

We have been informed that *[insert: **name of the Bidder**]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert: **bid date**]* (hereinafter called "the Bid") for the execution of *[insert: **name of contract**]* under Invitation for Bids No. *[insert: **IFB number**]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert: **name of bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures**]* (*[insert: **amount in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid;  
or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Institute during the period of bid validity,  
(i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
*[signature(s)]*

\_\_\_\_\_  
*(Printed name and title) (Printed name and title)*

#### **Section IV.**

##### **Evaluation Criteria**

- *The Minimum Eligibility /Qualification criteria (Form I (a)) will be evaluated totally on compliance based method.*
- *Failing to meet the Evaluation Criteria (Form I (a)) will lead to rejection of bid*

**Form I (a)****Minimum Eligibility/Qualification/Evaluation Criteria:**

#	Minimum Eligibility/ Qualification Criteria	Means of verification	Bidder's Assessment
a)	The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR.	
b)	The bidder should have minimum 05-years of experience of providing General Support Services.	Attach copies of oldest Contracts to prove mentioned experience.	
c)	The bidder must have provided general support services to at least 03 Public Sector Enterprises	Attach copies of Contracts / P.Os / sufficient documentary proof.	
d)	The bidder must have provided general support services to at least 05 organizations other than Public Sector Enterprises.	Attach copies of Contracts / P.Os / sufficient documentary proof.	
e)	The bidder should submit an affidavit that the bidder has never been blacklisted or debarred by any organization and is not in the sanctioned list of NACTA (National Counter Terrorism Authority).	Undertaking required on stamp paper of Rs.200/-	
f)	Financial Standing	Please provide six month bank statement	

**Seal and Signature of Bidder:** \_\_\_\_\_

**Form II**

**Technical Compliance**

<b>S:No</b>	<b>Description</b>	<b>Bidder Response (Yes/No)</b>
1	All the requirements mentioned in <b>Appendix A &amp; B</b> “Description of the Services / Performance Specifications/ Terms of Reference	
2	All the stated Terms and Conditions of the Contract	

**Seal and Signature of Bidder** : \_\_\_\_\_

**Section V.**

**(Payment of Stamp Duty as per the prevailing rates will be the responsibility of the successful bidder)  
Separate contract will be signed for each package**

**Form of Contract**

THIS CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2022, by and between, **National Institute of Banking and Finance** (Hereinafter referred to as "The Institute" which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf, of the First Part

**AND**

M/s \_\_\_\_\_, incorporated/registered under the applicable laws in Pakistan, having its principal office at \_\_\_\_\_. (Hereinafter called "The Service Provider", which expression shall, wherever the context so permits, include its successors in interest and assigns) through \_\_\_\_\_ who is duly authorized in this behalf of the other Part

(THE INSTITUTE and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS,

- a) the Institute has requested the Service Provider to provide certain Outsourced Services as defined in the Appendix A& B to this Contract (hereinafter called the "Services");
- b) the Service Provider, have agreed to provide the Services on the terms and conditions set forth in this Contract at the service charges mentioned in the Appendix E titled breakdown of contract price;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:

Appendix A & B – Description of the Services, Performance Specification & Terms of Reference

Appendix C – Services and Facilities Provided by the Institute

Appendix D –Point of Contact

Appendix E— Breakdown of the Contract Price

Appendix F — Schedule of Payments

Appendix G — Service Provider's Bid

Appendix H— Notification of Award

Appendix I — Letter of Acceptance

Appendix J— Performance Security

Appendix K— Integrity Pact

2. The mutual rights and obligations of the Institute and the Service Provider shall be as set forth in the Contract, in particular:

- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract;  
and
- b) The Institute shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.

3. The Service provider shall provide the Services during the period commencing from \_\_\_\_\_ and continuing through \_\_\_\_\_ or any other period as may be subsequently agreed by the parties in writing.

4.

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

For and on behalf of National Institute of Banking & Finance,

---

*[Authorized Representative](Name, Designation and signature)*



**Witness-1:**

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

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

**Witness-2:**

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

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

For and on behalf of the Service Provider

\_\_\_\_\_

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

**Witnesses-1:**

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

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

**Witness-2:**

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

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

**General Conditions of Contract**

**A. General Conditions of Contract (GCC)****1. General Provisions****1.1 Definitions**

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

- a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of the Bid;
- b) “Institute” means the National Institute of Banking & Finance
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Institute
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price Ceiling” means the maximum payments admissible under contract for the performance of the Services, in accordance with Clause 6;
- f) “Day’s work” means varied work outputs subject to payment and based on time schedule for the services provided by the Service Provider, in addition to payments for associated materials and administration.
- g) “GCC” means these General Conditions of Contract;
- h) “Government” means the Government of the Islamic Republic of Pakistan ;
- i) “Party” means the Institute or the Service Provider, as the case may be, and “Parties” means both of them;
- j) “Service Provider” means a firm or corporate body whose Bid to provide the Services has been accepted by the Institute;
- k) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Institute
- l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- m) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Institute
- n) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A&B titled description of the services and activity schedule

**1.2 Applicable Law**

The Contract shall be governed by the laws of Islamic Republic of Pakistan

**1.3 Language**

This Contract has been executed in English & Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A&B, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Institute may approve in Pakistan.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Institute or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7 Inspection and Audit by the Institute** The Service Provider shall upon reasonable notice by the Institute allow the Institute's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as set forth in this contract and to have them audited by auditors appointed by the Institute, if so required by the Institute.
- 1.8 Taxes, Duties and other applicable laws.** The Service Provider shall organize to pay its taxes, and the Institute is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations.
- Any additional tax, levies, duties or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both the parties

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.
- 2.2 Commencement of Services** The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC. **The period of contract will be initially 1 year, renewable on mutual consent and on the same rates, terms and conditions**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, or additional task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or on advice of Institute

**2.6 Termination****2.6.1 By the Institute**

The Institute may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Institute may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider/s, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) if the Service Provider does not maintain a Performance Guarantee in accordance with Clause 3.9;
- f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- g) if the Institute, in its sole discretion, decides to terminate this Contract.

**2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Institute, such notice to be given after the occurrence of any of the events specified in following paragraph of this Clause 2.6.2: If the Institute fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Institute shall make the following payments to the Service Provider: (a) remuneration pursuant to Clause 6 for Services satisfactorily performed by the Service Provider prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 3. Obligations of the Service Provider

#### 3.1 General

- a) The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Institute's legitimate interests in any dealings with Sub Service providers or third parties.
- b) The Service Provider will ensure continuity of services without interruption as per requirement.
- c) In the course of the performance of the services the Service Provider shall comply with all requirements of the Institute.
- d) The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Institute in Pakistan;
- e) The Service Provider shall promptly notify the Institute of any matter coming to their knowledge that could have a material effect on the business or affairs of the Institute.
- f) The Service Provider shall comply with any code of conduct provided to The Service Provider by the Institute from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Institute.

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.

The service charges of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole service charges in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall ensure that the Service Provider's, or any Sub Service provider shall not receive any such additional remuneration.

##### 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, as well as any Sub Service provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

##### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Providers nor their Sub Service provider shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Sub Service providers shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.

**3.3 Confidentiality**

- a) The Service provider shall provide a Declaration to the effect that the Service Provider shall keep and maintain all information and documents relating to the Institute in strict confidentiality.
- b) The Service Providers and their Sub Service provider either of them shall not, either during the term or within two (2) years after the expiry of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the Institute's business or operations without the prior written consent of the Institute.

**3.4 Contractual Liability Insurance to be taken out by the Service Providers**

- a) The Service Provider will also obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, and shall indemnify and keep indemnified the Institute, at all times against any such loss, claim, damage, charge. However the Service Provider shall be responsible to indemnify the Institute within 45 days after receiving all the required supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of The Service Provider to pay the Institute's claim within the aforesaid period shall authorize the Institute to deduct the claimed amount from the amount of monthly Service Charges payable to the Service Provider. However, it should be noted that in case the Institute fails to provide the supporting documents to prove the incident, no claim amount will be paid.
- b) The Service Provider at the Institute's request shall provide evidence to the Institute showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Providers' Actions Requiring Institute's Prior Approval**

The Service Provider shall obtain the Institute's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) changing the schedule of activities;
- c) any other action that may be specified in the SCC.

**3.6 Independent Service Provider Status**

The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Institute will not provide the Service Provider 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.

The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of The Service Provider employee (s) is entitled under his/her contract with The Service Provider. All claims made by the Service Provider's employee (s) shall be dealt with exclusively by the Service Provider. None of the Service Provider's employee (s) shall be entitled to seek employment with the Institute merely on the ground that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Institute or was deployed to the Institute.

**3.7 Compliance with all the regulatory requirement.**

- a) The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.
- b) The Service Provider will ensure that all the applicable regulatory requirements / applicable laws are fully met and accordingly indemnify the Institute against any claims with regards to above.

<b>3.7.1 Reporting Obligations</b>	The Service Provider shall submit to the Institute the reports and documents specified in Appendix A & B as and when required by the Institute
<b>3.7.2 Documents Prepared by the Service Providers to Be the Property of the Institute</b>	All reports, data, and other documents and software submitted (if any) by the Service Provider in accordance with Clause 3.6 shall become and remain the property of the Institute, and the Service Provider shall, upon request from Institute during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the Institute, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if not specified in the SCC shall be communicated during the execution of Contract.
<b>3.8 Liquidated Damages</b>	
<b>3.8.1 Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Institute at the rate per day stated in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Institute may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>3.8.2 Correction for Over-payment</b>	If the Intended Completion Date is extended after liquidated damages have been paid, the Institute shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.
<b>3.8.3 Lack of performance penalty</b>	If the Service Provider has not corrected a Defect within the time specified in the Institute's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in clause 7.2.
<b>3.9 Correction for Over-payment Lack of performance penalty</b>	<p>a) If the Intended Completion Date is extended after liquidated damages have been paid, the Institute shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.</p> <p>b) If the Service Provider has not corrected a failure in the performance of their obligations or have resumed services within the time specified in the Institute's notice, a penalty for lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the failure corrected, assessed or services acquired from Institute's own resources as described in clause 7.2.</p>
<b>4.0 Performance Security</b>	The Service Provider shall provide the Performance Guarantee to the Institute no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount and form and by a Institute acceptable to the Institute, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 28 days from the Completion Date of the Contract
<b>4.1 Description of Services to be performed by the Service Provider</b>	The scope of services to be performed by the Service Provider are described in Appendix A&B.



## 5. Obligations of the Institute

<b>5.1 Provide information pertaining to the code of conduct</b>	The Institute shall provide the Service Provider with information on code of conduct and security procedures. The Institute shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
<b>5.2 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be.
<b>5.3 Services and Facilities</b>	The Institute shall make available to the Service Provider the Services and Facilities listed under Appendix C.
<b>5.4 Assistance and Exemptions</b>	No assistance regarding exemption will be provided by the Institute

## 6. Payments to the Service Provider

<b>6.1 Payments</b>	The Service Provider's charges shall not exceed the Contract Price / rates and shall be a fixed lump-sum including all Sub Service providers' costs and all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.
<b>6.2 Contract Price Ceiling</b>	The price / rates payable is set forth in the SCC.
<b>6.3 Payment for Additional Services</b>	For the purpose of determining the charges due for additional Services as may be agreed under Clause 2.4, a breakdown of the agreed contract price is provided in Appendix C.
<b>6.4 Terms and Conditions of Payment</b>	Payments will be made to the Service Provider and according to the payment schedule stated in the SCC.
<b>6.5 Day works</b>	<p>6.5.1 If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Institute has given written instructions in advance for additional services to be paid in that way.</p> <p>6.5.2 All work to be paid for as Day works shall be recorded by the Service Provider.</p>

## 7. Quality Control

<b>7.1 Performance Standards</b>	The Service Provider will maintain highest level of service standards.
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**7.2 Correction of Defects, and Lack of Performance Penalty**

- a) The Institute shall give notice to the Service Provider of any failures **or service deficiencies** before the end of the Contract. The Deficiency liability period shall be extended for as long as Deficiency remains to be corrected.
- b) Every time notice a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Institute's notice.
- c) If the Service Provider has not corrected a failure in the performance within the time specified in the Institute's notice, the Institute will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

**8. Settlement of Disputes**

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Institute and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Director General Services Department or any other officer authorized by the Institute who will examine the matter in detail and give the decision which will be final & binding upon the parties.

8.2.2 In case the Service Provider believes that the decision of the Director General Services Department or the officer authorized by the Institute was not in line with the Contract or it is prejudiced, and he does not accept the same, the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 14 days after the decision of the Director General Services Department or the officer authorized by the Institute.

8.2.3 If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Any hearing shall be held at Karachi, the language shall be English/Urdu.

**9. Corrupt and Fraudulent Practices**

9.1 The Institute requires compliance with its policy in regard to corrupt and fraudulent practices in pursuance of this policy, the Institute defines, for the purpose of this paragraph, the terms set forth below as follows:

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

9.2 Will terminate the contract if it determines that the firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question; and

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

Under Rule 19 of PPR-2004, following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of SBP management :

<b>Nature of Offense/Fault</b>	<b>Means of Verification</b>	<b>Proposed Action under Rule 19</b>
Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of SBP	Permanent blacklisting.
Fraud	Cross verification of documentary undertaking submitted by Service Provider/ Bidder/ Supplier/Consultant.	Blacklisting for 3-5 years (depending on severity of fraud)
Collusion	Results of Bid/Proposal analysis resulting in substantive evidence of collusion.	Blacklisting for 3 years.
Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by Service Provider/bidder/supplier/consultant.	Blacklisting for 1-2 years. (depending on severity of non-performance). To be blacklisted for procurements during the period of debarment.

**Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(d)</b>	<b>Procurement of General Support Services</b>
<b>1.1(k)</b>	The Service Provider is [ <i>insert name</i> ]
<b>1.4</b>	<p>The addresses are:  <b>Institute:</b>  <b>Sr. Joint Director Administration,</b>  National Institute of Banking &amp; Finance  H-8/1 Pitras Bukhari Road, Islamabad  Tel: 051-9269844</p> <p><b>Service Provider:</b>  Attention: _____  Email address: _____  Telex: _____  Facsimile: _____</p>
<b>1.5</b>	<p>The Authorized Representatives are:  For the Institute:  Name &amp; Designation of the Nominee of the Institute _____  _____</p> <p>For the Service Provider: _____  Name &amp; Designation of the Nominee of the Service Provider _____  _____</p>
<b>2.2</b>	The Starting Date for the commencement of Services is [date]
<b>2.3</b>	The Intended Completion Date is [date].
<b>3.3</b>	<p>The Service provider while rendering the required services shall not release any information relating to institute due to exposure sensitivity and should be kept strictly confidential irrespective of the fact it is specified or otherwise.</p> <p>Moreover, all important and / or confidential documents provided by the institute shall not be taken out of the assigned workspace</p>
<b>3.4</b>	Service provider may provide Contractual Liability Insurance, which will be equal to 20% of Annual Charges and may arrange such insurance at its end for rest of the liability for each package.
<b>3.7.1</b>	The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A & B.
<b>3.8</b>	<p>Institute can impose liquidated damages @ Rs. 1,000/- per instance in case of non-compliance of any requirement defined in Appendix A &amp; B of contract agreement. Decision of the Institute for imposition of liquidated damages will be final and binding on the service provider. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 20,000/-. Once the maximum amount is reached, the Institute may consider termination of the contract</p>

<b>4.0</b>	The amount of performance security is 5% of the total contract amount, which should remain valid 28 days beyond expiry date of the contract.
<b>5.2</b>	Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
<b>6.2</b>	The amount is [insert amount in PKR]. 10 % increase in contract price of preceding year will be admissible for 2 <sup>nd</sup> and 3 <sup>rd</sup> year.
<b>6.4</b>	<p>Institute shall make the payments as follows:</p> <p>Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by Concerned Designated Institute's Official/s on monthly basis.</p>

**Appendices**

(To be finalized at the contract award stage)

**Appendix A & B** —Description of the Services, Performance Specifications & Terms of Reference

**Appendix C** — Services and Facilities Provided by the Institute

**Appendix D** — Point of Contact

**Appendix E** — Breakdown of the Contract Price

**Appendix F** — Schedule of Payments

**Appendix G** — Service Provider's Bid

**Appendix H** —Notification of Award

**Appendix I** —Letter of Acceptance

**Appendix J** — Performance Security

**Appendix K** — Integrity Pact

**Appendix A & B**  
**Description of the Services, Performance Specifications**  
**& Terms of Reference (TORs)**

**General Requirements from Service provider:**

- a. The Service Provider shall provide the required service as per the specific services requirement described in Section-II below.
- b. The Service provider will ensure to provide uninterrupted services in a timely manner.
- c. The Service Provider at its end shall maintain sufficient record of its employees to be deployed at Institute's premises.
- d. The Service Provider will indemnify the Institute from all kinds of Legal, Security and Financial losses that may arise due to any non-compliance by the service provider (if any applicable). Service provider will provide Contractual Liability Insurance which will be equal to 20% of annual charges.
- e. The Service Provider will have to bear overall responsibility of its deputed personnel.
- f. The Service Provider would be liable to all kinds of damages caused due to leakage of any information and misplacement of any paper, record or file etc. whatsoever by their deputed personnel.
- g. The Service Provider will sufficiently supervise its staff; manage all the matters with regard to communication of orders (verbally or in writing, as deemed suitable)
- h. The Service Provider will depute its personnel in such a manner as to ensure that at any time during office hours, all the words noted below must effectively be completed without any complaint or delay.
- i. The Service Provider shall deploy staff that is competent and bearing good moral character as necessary for carrying out his services under the contract. Service provider shall be responsible for paying wages to his staff, exercise supervisory and administrative control over them, terminate or take disciplinary action against them as deemed necessary. It is clearly understood that the staff deployed by service provider will neither have an employment relationship nor employment nexus with the institute in any form what so ever and the institute shall not take any responsibility **in this regard.**
- j. Service Provider shall also provide the Institute with any information which can be related to a potential or actual security threat to the Institute.
- k. The Service Provider shall ensure to render services safely and shall ensure that they understand all risks and hazards associated with the Services.
- l. In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Institute at any time. The Institute shall make an additional payment to the Service Provider on the pro-rata basis at agreed rate in the bid.

- m. In case of interruption in services the Institute will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:

$$\left( \frac{\text{Monthly charges as per services execution plan (per point)}}{30} \right) * \text{Number of days for which services remained unperformed}$$

The Service Provider shall



**Specific Requirements from Service provider (Section-II):**

Services are categorized in following skill sets and specific work requirement may vary from department to department:

**Services Category 1:****1a) Medical Facilitation:**

- i. Providing consultation/medicine in emergency cases.
- ii. Issuance of medicines, doctors/Consultants referrals using Oracle Medical Services System of Institute.
- iii. Any other related services as and when required.

**1b) Gym Facilitation Services:**

- i. Gym Facilitation services to trainees and other guests of institute along with maintenance of office gym equipment.
- ii. Any other related services as and when required.

**Services Category 2:****2a) Hostel Facilitation:**

- i. Receiving and seeing off guests of office.
- ii. Making entries on Hostel Management System for reservation and room issuance
- iii. 24/7 service for arranging and ensuring accommodation, conveyance, drivers' availability and other arrangements for trainees, trainers and officers.
- iv. Handling Payments & Receipts and processing of related bills
- v. Other hospitality services as required.

**2b) Driving Services:**

- i. Services related to driving, maintenance and cleaning of vehicles of NIBAF vehicles pool.
- ii. Providing pick and drop services of officers, trainees, NIBAF Guests as per instructions etc.
- iii. Any other related services as and when required.

**2c) Training support Services:**

- i. Multimedia and sound system setting up services.
- ii. Assisting training managers and Trainers for smooth delivery of trainings
- iii. Ministerial services such as maintaining and/or updating files, records and other documents.
- iv. Assisting the participants during trainings, outdoor and outstation visits.
- v. Preparation of training materials, name tags, bags and other related arrangements.
- vi. Typing/Scanning documents as per instructions.
- vii. Assisting officers in their duties.
- viii. Any other assistance as and when required.
- ix. Maintenance of office vehicles pool.
- x. Maintenance record of vehicle movement.
- xi. Ensure provision of vehicle services in safe and courteous manner as per norm of corporate environment and keeping record of commuting usage.

**2d) IT Support Services:**

- i. Support day to day IT related issues, as per requirements.
- ii. Timely installation of networking equipment, printers papers, as per requirements.
- iii. Installation of shared printers to other systems.
- iv. Troubleshooting as per requirements.
- v. Provide hardware / software support to complainants.
- vi. Replacement of printer toners, as per requirements.
- vii. Servicing of EDP equipment i.e. PC's, printers etc. as and when required.
- viii. Support services during audio/video conference/Trainings or Meetings.
- ix. Any other related services as required by the Institute.

**Services Category 3:****3a) Facilitation Services:**

- i. Ensure outsiders are attended and guided in courteous manner in line with Institute's security protocol, etc.
- ii. Ensure timely receiving, sorting, delivery and dispatching services for mail/dak/ letters.
- iii. Manage stacking of files and documents in racks/cabinets.
- iv. Help in issuing stationery and other items from store.
- v. Offering water bottles, tissue boxes, preparation of tea etc.
- vi. Maintenance of water stock.
- vii. Manage lamination, photocopying and binding services as per requirements.
- viii. Any other services, similar in nature to above.

**3b)TV/internet Technician Services**

- i. Services related to installing, maintaining and repairing cable, television and internet services.
- ii. Preventive maintenance of cable lines etc.
- iii. Timely identification of issues and troubleshooting.
- iv. Any other services as and when required.

**3c) Telephone Exchange Support Services:**

- i. Services related to answering and routing of calls to concerned offices.
- ii. Keeping record of calls placed and received.
- iii. Updation of telephone directory.
- iv. Monitoring of automated systems for placing calls.
- v. Placing outgoing calls on request.
- vi. Any other related services as and when required

**Services Category 4:****4a) Telecommunication Maintenance Services:**

Part Time resource for the following services is required:

- i. Basic repair to full installation of telephone equipment, cable installation and maintenance.
- ii. Identification and rectification of problems in telephone lines/sets.
- iii. Periodic tests and inspection of lines as well as preventive maintenance etc.
- iv. Any other services as and when required.

**4b)Pesh Imam Services**

Part time services of pesh-imam are required for following:

- i. Leading Jumma prayers.
- ii. Tilawat at various functions of institute (Maximum two times a month, if required)

**Appendix C**

**Services and Facilities Provided by the Institute**

**(Not Applicable)**

**Appendix D**

**Point of Contact**

[Insert name, designation, Contact numbers of the key personals]

**Appendix E**

**Breakdown of Contract Price**

**Appendix F**

**Schedule of Payments**

**Appendix G**

**Service Provider's Bid**

**Appendix H**

**Notification of Award**



**Appendix I**

**Letter of Acceptance**

**Appendix J****Performance Security**

To:

Director Administration  
National Institute of Banking &  
Finance, Islamabad

WHEREAS *[name of Service provider]* (hereinafter called “the Service provider”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* to provide services *[description of services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_

**Appendix K****Integrity Pact**

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

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

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

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

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

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