



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

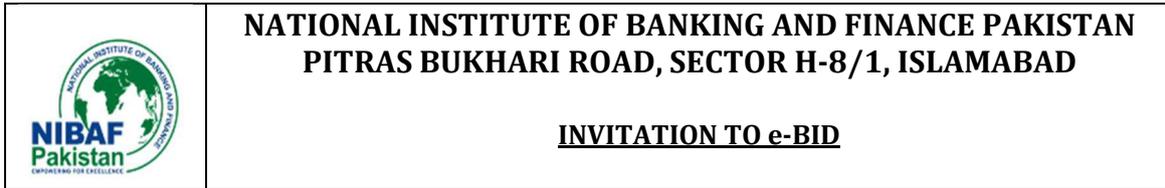
**Continuous and Uninterrupted Management Services of Centrifugal Type
Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad**

BIDDING AND CONTRACT DOCUMENTS

VOLUME-I

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

February 26

**ITB No. NIBAFP/ENGG/375903/26**

1. National Institute of Banking and Finance Pakistan (NIBAF Pakistan), invites electronic bids from the suppliers/contractors'/ service providers, who are registered with Income & Sales Tax registration and are on Active Taxpayers List (ATL) of FBR. Details of project(s) is listed in below table:

Sr. No.	Tender No	Title of Procurement	Date & Time of		Bid Security (Rs.)
			Bid Submission	Bid Opening	
1.	No. NIBAFP/ENGG/375903/26	Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad	10-Mar -2026 Till 11:00 AM	10-Mar -2026 Till 12:00 PM	200,000

2. For using the EPADS, unregistered bidders may first register on website <https://eprocure.gov.pk> in case of any technical difficulty in registration or using EPADS, the prospective bidders may contact PPRA's technical team on EPADS UAN: 051-111-137-237.
3. The e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at (<https://portal.eprocure.gov.pk>).
4. All electronic Bids must be accompanied by a Bid Security i.e., as specified in the table above, in the form of Demand Draft/Pay Order/CDR/Bank Guarantee in favor of NIBAF PAKISTAN. The prospective bidders shall upload scanned copy of Bid Security on EPADS.
5. Original bid security must be submitted to the procuring agency on or before the closing time of bid submission failing which the bid shall be rejected.
6. The electronic bids, must be submitted by using EPADS on or before schedule mentioned in above table. Manual bids, shall not be accepted. Electronic Bids will be opened by using EPADS publicly on the same day on schedule mentioned in above table at Office of PA to CEO NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad. In case the bid opening date falls on a public holiday, the bids will be opened on the next working day at the same time and on the same venue.

Sd/-

Head Facility Management Division
NIBAF Pakistan, Pitras Bukhari Road, Sector H-8/1, Islamabad.
Phone: 92-51-9269846, 9269850-53 (3941/3521)
Website: www.nibaf.NIBAFP.org.pk/



Sr. No.	DESCRIPTION
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(Bidding Documents-Section-I)**INSTRUCTIONS TO BIDDERS**

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Section – I INSTRUCTIONS TO BIDDERS

A. Introduction

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

B. Bidding Document

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



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

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



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



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

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

E. Bid Opening and Evaluation

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



	<p>bidders or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>21.3. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without NIBAFP's prior written consent.</p> <p>21.4. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or service provider, NIBAFP may reject its bid and/or terminate the contract.</p> <p>21.5. Any effort by a Bidder to influence NIBAFP in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>
22. Clarification of Bids	<p>22.1. To assist in the examination, evaluation and comparison of bids, NIBAFP may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification/response submitted by a bidder that is not satisfactory shall not be considered.</p> <p>22.2. The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the NIBAFP during the evaluation of bids which shall be sought.</p> <p>22.3. The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid:</p> <ol style="list-style-type: none"> a. evaluation & qualification criteria; b. required scope of work; c. contract price; d. all securities requirements; e. tax requirements; f. terms and conditions of bidding documents. g. change in the ranking of the bidder <p>22.4. From the time of bid opening to the time of Contract award if any bidder wishes to contact the NIBAFP on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.</p>
23. Preliminary Examination	<p>23.1. The NIBAFP will examine the bids to determine whether;</p> <ol style="list-style-type: none"> i. they are complete, ii. bid validity is provided accordingly, iii. required bid security have been furnished, iv. the documents have been properly signed, v. the bids are generally in order; vi. Bidder has provided all forms of Technical Bid under Section III and relevant documents under Section IV <p>23.2. Bidders have to submit bids for COMPLETE REQUIREMENTS, partial and incomplete bids will be rejected.</p> <p>23.3. Bids submitted without a signed Bid Form by the authorized nominee of the bidder will be rejected.</p> <p>23.4. Bids with material deviation, exception, objection, conditionality, or reservation will be rejected.</p>
24. Correction of Errors	<p>24.1. Bids determined to be substantially responsive will be checked by NIBAFP for any arithmetic errors. Arithmetical errors will be rectified by the NIBAFP on the following basis:</p>



	<p>i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the NIBAFP there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>ii. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>iv. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p> <p>24.2. The amount stated in the Bid will be adjusted by the NIBAFP as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 14.</p>
<p>25. Evaluation and Comparison of Bids</p>	<p>25.1. The technical bids of the only qualified bidders after preliminary evaluation under ITB Clause 23, shall be evaluated in detail.</p> <p>25.2. NIBAFP will evaluate and compare only the bids previously determined to be substantially responsive and qualified pursuant to Sub-Clauses 23.2 of ITB to 23.5 of ITB as per requirements given hereunder. Bids will be evaluated for complete scope of services. Any Bid covering partial scope of services will be declared non-responsive. The prices will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, NIBAFP will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:</p> <p>(a) Making any correction for arithmetic errors pursuant to Sub-Clause 24.2 of ITB hereof.</p> <p>(b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.</p> <p>25.3. The submitted Technical Bid and other Commercial/Financial Requirements of the bidding documents will be evaluated on compliance based criteria.</p> <p>25.4. The Financial Bids of the only technically accepted bids will be opened and the bid found to be the Most Advantageous shall be accepted.</p> <p>25.5. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by NIBAFP, provided such waiver does not prejudice or affect the relative ranking of any other bidders.</p>
<p>26. Contacting NIBAFP</p>	<p>26.1. Subject to Clause 22 of ITB heretofore, no bidder shall contact NIBAFP on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation results are announced by NIBAFP. The evaluation results shall be announced as under:</p> <p>(a) Technical Evaluation Report/Results would be announced through E-PADS portal.</p> <p>(b) Financial / Final Evaluation Report would be announced through</p>



	<p>E-PADS portal.</p> <p>26.2.Any bidder feeling aggrieved by any act of NIBAFP may lodge a written complaint through E-PADS concerning his grievances.</p>
F. Award of Contract	
27. Award Criteria	27.1.The contract will be awarded to the most advantageous Bidder whose bid has been found Technically & Commercially/Financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to applicable laws on the subject matter and other terms of Bidding Documents and which is the lowest evaluated Bid Price. Provided further that the Bidder is determined to perform the contract satisfactorily.
28. NIBAFP's Right to Reject all the Bids	28.1.NIBAFP reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. The grounds for rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, but NIBAFP will not be liable to provide any justification for the grounds of rejection. Notice of the rejection of all the bids shall be given to all the bidders through EPADS.
29. NIBAF's Right to Vary Inputs/ Outputs at Time of Award	29.1. NIBAFP reserves the right at the time of contract award to increase or decrease scope of services without any change in unit price or other terms and conditions, provided such variation should be in line with the provisions of PPR-2004.
30. Performance Guarantee	<p>30.1.After the receipt of Notification of Award, the most advantageous Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS.</p> <p>30.2.Failure of the most advantageous Bidder to comply with the requirement of ITB 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.</p>
31. Notification of Award and Signing of Agreement	<p>31.1.Prior to the expiration of the period of initial/extended bid validity, the NIBAFP will notify the most advantageous Bidder in writing ("Notification of Award"), that its bid has been accepted.</p> <p>31.2.Within twenty-one (21) days from the date of furnishing of acceptable Performance Guarantee under the Conditions of Contract, NIBAFP will send the most advantageous bidder the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>31.3.The formal Agreement between NIBAFP and the most advantageous bidder shall be executed within seven (07) days of the receipt of Form of Agreement by the most advantageous bidder from NIBAFP.</p> <p>31.4.Upon the most advantageous Bidder's furnishing of the Performance Guarantee and signing of Contract, NIBAFP will discharge its bid security.</p>
32. Disqualification Prior to Contract Signing	32.1.After issuance of Notification of Award and before execution of procurement contract with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive provided accepting this bid does not conflict with applicable laws.



33. Grievances Redressal	<p>33.1. Any bidder aggrieved by any act during the procurement process may lodge a written complaint concerning his grievances to the Grievance Redressal Committee (GRC) constituted under Rule 48 of PPR-2004 through E-PADS,. The details of GRC is given on the PPRA website: www.ppra.org.pk and as given in Bid Data Sheet (BDS).</p>						
34. Code of Conduct	<p>34.1. It is the NIBAFP's policy to require that bidder shall observe the highest standard of ethics during the procurement and execution of such contract. In pursuit of this policy, the NIBAFP follows, inter alia, the instructions contained in Rule 2(1)(f) of the PPR-2004 which defines:</p> <p>“corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including, -</p> <ol style="list-style-type: none"> “coercive practices” which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; “collusive practices” which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels; “corrupt practices” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; “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 “obstructive practices” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;” <p>34.2. Under Rule 19 of PPR-2004, the NIBAFP can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <p>34.3. Under Rule 19 of PPR-2004, the following mechanism and manner for permanently or temporarily barring, from participating in their respective procurement proceedings will be followed as per the guidance of NIBAFP management:</p> <table border="1" data-bbox="470 1525 1412 1944"> <thead> <tr> <th data-bbox="470 1525 726 1597">Nature of Offense/ Fault</th> <th data-bbox="726 1525 1412 1597">Means of Verification</th> </tr> </thead> <tbody> <tr> <td data-bbox="470 1597 726 1809">Corrupt and Fraudulent Practices</td> <td data-bbox="726 1597 1412 1809"> <ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of NIBAFP • Cross verification of documentary undertaking submitted by Service Provider. </td> </tr> <tr> <td data-bbox="470 1809 726 1944">Performance Deficiencies</td> <td data-bbox="726 1809 1412 1944">Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.</td> </tr> </tbody> </table>	Nature of Offense/ Fault	Means of Verification	Corrupt and Fraudulent Practices	<ul style="list-style-type: none"> • Results of Bid/Proposal analysis resulting in substantive evidence of collusion. • Actual instance verifiable as per law of land and applicable Rule and Regulations of NIBAFP • Cross verification of documentary undertaking submitted by Service Provider. 	Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.
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Performance Deficiencies	Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded to or defended by Service Provider.						



	Bidder failed to abide with Bid Form	Failed to abide with Bid Form
<p>However, such barring action shall be undertaken only after providing an adequate opportunity of being heard to the bidder who is to be barred and blacklisted.</p> <p>34.4. The receipt for any money paid by the bidders will not be considered as an acknowledgment of payment to the bidder unless such receipt is signed by a duly authorized officer of the NIBAFP and the bidder shall be solely responsible for seeing that a proper receipt is provided.</p> <p>34.5. Under Rule 7 of PPR 2004, bidder undertakes to sign an Integrity pact in accordance with the prescribed format given in the Bidding document for all the procurements estimated to exceed Rs. 10.00 million or any other limit prescribed by NIBAFP.</p> <p>34.6. NIBAFP's policy requires that selected bidder provide professional, objective, and impartial advice, supplies, and services and at all times hold the NIBAFP's interests' paramount, strictly avoid conflicts with other assignments or their corporate interests and act without any consideration for future work. Bidders must disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the NIBAFP, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder and termination of contract arising out of this procurement.</p> <p>34.7. Without limitation on the generality of the foregoing, bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <ol style="list-style-type: none"> i. A bidder that has been engaged by the NIBAFP to provide goods, works, or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works, or services. Conversely, bidders providing consulting services for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii. A bidder (including its Personnel) or any of its affiliates shall not be engaged for any assignment that, by its nature, may conflict with another assignment of the bidder to be executed for the same or another client. iii. A bidder (including its Personnel) that has a business or family relationship with a member of the NIBAFP's staff who is directly or indirectly involved in any part of <ol style="list-style-type: none"> a. the preparation of the specifications of the goods, b. the selection process for such assignment, or c. Supervision of the Contract may not be awarded a contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the appropriate authority within the NIBAFP. iv. Bidders shall not recruit or hire any agency or current employees of the NIBAFP. Recruiting former employees of the NIBAFP 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 NIBAFP by the bidder as part of the bid.
35. Overriding Effect of PPR-2004	35.1. Whenever in conflict with these documents, the stipulation of PPR-2004 shall prevail.
36. Beneficial Ownership Information	36.1. For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall: (a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, (b) Reject the bid of the said company.

Section II – Bid Data Sheet (BDS)

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

ITB Clause	Description
1.1 & 1.3	<ul style="list-style-type: none"> • Procurement Title: Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad • Reference Number: ITB No. NIBAFP/ENGG/375903/26 • Procurement Method: Open Competitive Bidding as per Rule 21 of PPR-2004. • Procurement Procedure: Rule 36 (b) Single Stage - Two Envelope procedure of PPR-2004".
2.5	A list of debarred firms and individuals is available at the PPRA website: Black List Firm of Pakistan (ppra.org.pk)
7.3	Pre-Bid Meeting
13.1	Bid Validity period is 180 days from the date fixed for opening of the Bids.
14.1	<ul style="list-style-type: none"> • Bid Security of Amount as stated in Published Tender Notice in favor of NIBAFP in the shape of Pay Order / Demand Draft / Deposit at Call, in original, is required to be submitted through sealed envelope, which must reach on the given below address on or before the deadline for submission of bids: <p style="text-align: center;">Joint Director Administration Pitras Bukhari Road, Sector H-8/1, Islamabad Phone: 92-51-9269846, 9269850-53 (3941/3521)</p> • However, a scanned copy of bid security instrument shall be submitted through E-PADS. • Failure to submission of bid security along with the bid through E-PADS portal and receipt of original Bid Security instrument by NIBAFP after the bid submission deadline shall cause rejection of bid.
16.1	<ol style="list-style-type: none"> 1. Separate technical and financial Bids are required to be submitted through E-PADS as per Rule 36 (b) Single Stage - Two Envelope procedure. 2. Following should be the contents of the Technical Bid Envelope: <ol style="list-style-type: none"> i. Form I of Section III – Authorization Form for Bidder's Representative (if required / applicable) ii. Form II of Section III – Form of Technical Bid



	<ul style="list-style-type: none"> iii. Security in the shape of Pay Order/Demand Draft/ Deposit at Call iv. Form III of Section III – Technical Compliance Form v. Form IV of Section III – Undertaking vi. Form V – Declaration of Beneficial Owners’ Information (In case of services worth Rs.50 million or above) vii. Volume-I of the Bidding document including all required Forms. viii. All documents related to Minimum Eligibility/Qualification Criteria including Annexure (If Any) under Section IV <p>3. <u>Following should be the contents of the Financial Proposal Envelope/Volume-II:</u></p> <ul style="list-style-type: none"> i. Form-I of Section V – Financial Bid Submission Form ii. Duly filled, signed and stamped, Volume-II of the Bidding Document
29.1	Fifteen percent (15%) increase or decrease in scope of services.
30.1	The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract amount in the shape of Pay Order/Demand Draft/ Deposit at Call or Bank Guarantee issued by a scheduled bank in Pakistan. The Performance Guarantee shall be forfeited if Service Provider fails to perform the services under the Contract.



Section III- Form for Technical Bid

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



Form - I
(Authorization Form for Bidder's Representative)

Date: _____

ITB No: ITB No. NIBAFP/ENGG/375903/26

Title: Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad

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

Specimen of Signature: _____

Official Seal & Signature of Bidder:	_____
Date:	_____



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

Bid Reference ITB No. NIBAFP/ENGG/375903/26

Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad

To:

Gentlemen,

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



Form III
(Technical Compliance Form)

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

General Note

- *The Minimum Eligibility / Technical Compliance will be evaluated totally on a compliance-based method. The Financial Proposal of the only technically accepted bids will be opened and the bid found to be the Most Advantageous bid shall be accepted.*

- *The bid found to be the Most Advantageous i.e. having qualified the minimum / technical criteria and offered the lowest evaluated cost shall be accepted and will be awarded the contract.*



Form - IV
(Undertaking)

Dear Sir,

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



Form - V
(Declaration of Beneficial Owners' Information)

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

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

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

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

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

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

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

Name & signature

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



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

1. **Basic Conditions for Qualification**

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

2. **Qualification Criteria:**

2.1 General

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

NIBAFP reserves the right to verify or seek clarification of the information furnished by the Bidders. In this regard, Employer reserve the right to have site visit to verify the previous work experience etc. NIBAFP 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 NIBAFP, which is incorrect in any respect.

2.2 Qualification Criteria

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



Sr.	Minimum Eligibility/ Qualification Criteria	Annexure / Page
1.	Bid Security Bid Security in original is required to be submitted through sealed envelope before opening of Bid.	
2.	ATL FBR The bidder should be registered with relevant Tax authorities and appear on Active Tax payer list of FBR.	
3.	Registration with Employees' Old-Age Benefits Institution (EOBI) The Bidder must have valid registration with EOBI - Employees' Old-Age Benefits Institution.	
4.	Bidding Documents Volume-I of the Bidding document including all required Forms.	
5.	Undertaking The bidder is required to submit an undertaking on stamp paper of min: Rs.50/- as per format provided	
	Proposed Services Execution Plan of the Bidder Duly filled Methodology/ Program of Performing the Services provided in Schedule-E to bid.	
6.	Available Financial Capability Annual Sales volume or Gross Turnover of at least Rs. 08M in last two years. Attach Copy(s) of Audited Financial Statements along with income tax return filed in FBR OR Available Bank Credit Line facility Rs. 4M or above during last two years or Premium Prize Bond of equal worth. OR Available Financial Capability of Rs. 4M or above. (Bank statement be submitted as evidence showing required balance at any one instant in the statement of last three months before date of publication of tender notice. (Copy of Bank Statement)	
7.	Experience of the Firm The bidder must be awarded at least Two (2) projects pertaining to (O&M of HVAC System) each of cost Rs. 8M or more, during last 5 years. (Work order/ contract agreements/ completion certificates to be attached).	

2.3 List of minimum equipment for continuous and uninterrupted management services for any bidder is given below;

Description of Equipment	Quantity (nos.)
Air Blower	01
Aluminum Folding Ladder (8 ft to 10 ft)	01
Standard Tool Kit for Plumbing Works	01
Standard Tool Kit for Electrical Works (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 works	01
Safety Shoes (pairs)	09



Safety Belts	02
Safety helmets	09
First Aid Kit	01
Torch (High beam)	01
Screw Driver Star Set, Cutter Plier Set, Ring Spanner Set, Star L-Key Set, Box Spanner set, Hammer Cross Peen 1Kg, Drill Machine, Lubricating material, Hydrometer, Digital Tongue Tester (Clamp meter), Hammer Ball Peen 1Kg, Tool Box/Bag, D-Spanner Set. (each)	01

(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.



Section V- Form for Financial Bid (Volume II)

Provided in Volume-II of Bidding Documents



SECTION-VI- (SCHEDULE C TO BID)
PART-1 SPECIFIC SERVICES DATA/ SCOPE OF SERVICES

1. Location of Premises and Equipment:

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

S.No.	Detail of Equipment/Installation	Quantity
1	430 TR capacity Centrifugal Liquid Chillers (Make: YORK)	02 Nos.
2	800,000kcal/hr Capacity Hot water generators (ALARKO) connected with main HVAC system for heating purpose.	02 Nos.
3	Hot water boilers (ALARKO, Harmony D 24 Kw)	04 Nos
4	Pumping sets for Hot water boilers including 3HP motors with Electric Panel and 02 Nos. hot water expansion tanks	02 Set.
5	Cross flow, two cells cooling tower with all its set up all the way connected to main HVAC plant room, with Electric Control and accessories.	01 Set.
6	Air handling Units (AHU) with all accessories	12 Nos.
7	Condenser water pumping sets including pump Protection packages with Electric Panel	03 Nos.
8	Chilled water pumping sets including pump Protection packages with Electric Panel	03 Nos.
9	Fan Coil Units with complete accessories	128 Nos.
10	All automatic controls for complete HVAC System.	1 Lot.
11	All instruments including pressure and Temperature gauges of A.C system/plant.	1 Lot.
12	Complete piping including all valves accessories/fittings for chilled/hot, condensate / drain lines, expansion tank, Sui gas piping, hanger and supports etc. complete A.C. system.	1 Lot.
13	Complete air distribution system including supply, return, fresh, exhaust air ducts all types of dampers, air devices, false ceiling, hangers, all type of supply and return air diffusers and supports etc. including chiller flue duct and insulation.	1 Lot.
14	All types of insulation of complete A.C. Plant/System.	1 Lot.
15	All foundations of complete A.C. system / plant	1 Lot.
16	Chemical feeding system with water treatment controller for A.C. Plant/System.	1 Lot.
17	Fresh air, ventilation and exhaust fans with ducting system	1 Lot.
18	Sump Pumps along with starter/wiring.	1 Nos.



19	Complete electric system for complete A.C. Plant / system including all electric panels Sub-Panels, DBs motor control centers, apparatus control panels, power control wiring, and electric switch gear of A.C. system including earthing system.	1 lot
20	Insulation of all equipment, system, material including Chilled / hot water piping and ducting etc.	01Lot.
21	Air Compressor and allied accessories	01 Nos.
22	Diesel Tank and allied pumps with accessories	01 Lot

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 CONTINUOUS AND UNINTERRUPTED MANAGEMENT SERVICES FOR CENTRIFUGAL TYPE CHILLERS AND ALLIED EQUIPMENT OF HVAC PLANT AT NIBAF, ISLAMABAD and service & maintenance of all equipment controls, components and accessories including repair, preventive maintenance and annual service.
- ii. Maintenance Services of the chillers and Allied Equipment according to manufacturer's manual and specific building requirement.
- iii. Required services includes but not limited to:
 - a) Maintenance services for all Allied equipment in AC Plant room such as chillers, AHU, cooling towers, pumps, motors, MCC electrical and control cabinets and any other device or component operating in conjunction with above listed 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 AC Plant room and surrounding areas.
- 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 for compliance of all 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 continuous and uninterrupted management services.
- xiv. The service provider shall maintain a log management services/repairs/other services of the equipment as per service execution plan.
- xv. All readings shall be recorded in printed log sheets prepared as per standard format.
- xvi. Daily continuous and uninterrupted service execution report shall be prepared and signed by service provider in which all-continuous and uninterrupted management services details will be written on a printed logbook, as per format.
- xvii. 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 HVAC system during the preceding month and pinpoint any action to be taken by the NIBAF.
- xviii. 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.
- xix. The NIBAF shall be responsible for the following:
 - a. Electricity and water supply.
 - b. Provision of suitable space for Service Provider within or close to AC Plant Room with a telephone extension from existing building for easy communication with the concerned officials of the NIBAF.

3. Scope of Services for Site Supervision and Technical Assistance

Continuous and uninterrupted presence is required near the HVAC Systems, for works pertaining to the HVAC Systems and associated systems as listed, but not limited to, the following:

- I. Monitoring incoming electrical supply and making sure the HVAC Systems start immediately after disruption of electrical supply.
- II. Monitoring HVAC System for abnormal noise, vibration or any other condition.
- III. Carrying out routine maintenance for HVAC System and associated equipment and systems.

In addition to and concurrent with the above, the Contractor shall also provide the following services:

a. Supervisory Services at HVAC Plant and Inside the Building:

The Contractor shall provide adept, adequately qualified and experienced supervisory services for:

- I. The supervision of the resources deployed by the contractor.
- II. Inspecting HVAC and its allied components and equipment as well as inside the building for ensuring the integrity of the HVAC system whilst being operated and immediately attending to faults and defects in components or operation, and rectifying the same to facilitate smooth and uninterrupted operation.
- III. Ensuring that the operation, maintenance and servicing of the entire HVAC System is being carried out adequately, smoothly and un-interrupted.
- IV. Maintaining a log of attendances and SOP's as required by the NIBAF.



- V. Dealing with any emergency-like situations and taking proper measures in resolving the issues that crop up during the operation, servicing and maintenance of the HVAC system.
- VI. Calling for external help in emergency situations and whenever necessary.
- VII. Supervision of activities and liaison with the NIBAF's staff in emergency situations.
- VIII. Supervision of inspection and maintenance activities necessary to maintain/repair all contractually-covered equipment in trouble-free and smooth operating condition.
- IX. Continuous and uninterrupted presence, during office hours, in the building premises, for ensuring proper maintenance and uninterrupted supply of air through air vents and ducts.
- X. Carrying out routine maintenance and making sure all electrical systems are operating normally inside the building's premises.

The resources deployed for the services shall possess valid relevant qualification and experience as per applicable laws in the field of Operation & Maintenance, repair & Servicing of Central Air Conditioning System including Experience in Centrifugal Liquid Chillers (Electric Water Cooled Centrifugal Type Chillers) and Allied Equipment of HVAC Plant, Automatic controls instruments, knowledge of water treatment & chemicals used for the purpose, Air & Water Balancing System, electrical switch gear and other allied works.

b. Operation Services at Centrifugal Liquid Chillers and Allied Equipment Of HVAC Plant:

In addition to, and concurrent with, (a) above, the Contractor shall deploy mechanical/technical services at the 02 No. chillers for:

Daily/Monthly

- I. Smooth operation as well as adequate servicing and maintenance of chiller plants and associated allied equipment.
- II. Checking and recording operating conditions (on applicable Log Form)
- III. Checking Oil and Refrigerant Levels
- IV. Checking of Oil Return System Operation
- V. Checking operation of motor starter
- VI. Checking Sump Heater and thermostat operation
- VII. Checking Three Phase Voltage and current balance
- VIII. Checking and verification of proper operation / setting / calibration of safety devices and control devices.
- IX. Checking Condenser and Evaporator water flows
- X. Checking leak and repair leaks as needed
- XI. Checking of all instruments for Temperature, Pressure, Fluid levels

Annually:

- I. Checking and tightening of all electrical connections
- II. Checking Megohm motor windings
- III. Replace Oil filters and oil return filter/driers
- IV. Clean and Backflush Heat Exchanger (VSD, SSS Applications)



- V. Replace Starter Coolant
- VI. Replace or clean starter air filters if applicable
- VII. Perform Oil Analysis on Compressor Lube Oil
- VIII. Perform Refrigerant analysis
- IX. Perform vibration analysis
- X. Clean tubes
- XI. Calibration of sensors and Gauges
- XII. Checking programming of microprocessor other device
- XIII. Servicing of Control Panel
- XIV. Checking of all safety devices
- XV. Brushing of chiller tubes
- XVI. Descaling of closed / open circuit components with suitable de-scaler
- XVII. Painting of the equipment and auxiliary components
- XVIII. Smooth operation as well as adequate servicing and maintenance of Supply/Return Condenser Piping, Condenser water pumping set, Chilled water pumping sets etc
- XIX. Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the centrifugal liquid chiller plants.

The services deployed in this regard shall be capable for maintenance management services of centrifugal liquid chillers 430 TR capacity each make York installed at HVAC Plant at National Institute of Banking and Finance Pakistan, Islamabad.

c. Electrical Services:

In addition to, and concurrent with, (a) (b) above, the Contractor shall deploy adequately trained, experienced and qualified services at the HVAC Plant Room for:

- I. Smooth operation as well as adequate servicing and maintenance of Complete electric system for HVAC Plant i.e. system including all electric panels, sub panels, DBs, motor control center, apparatus control panel, power control wiring electric Switch gear of HVAC system including earthing system.
- II. Dealing with any emergency-like situations and taking proper measures in resolving the issues that appear during the operation, servicing and maintenance of the HVAC plants.
- III. In addition to the above, the checkup of wiring, thermostat controls etc. inside the building shall also be ensured and properly maintained and serviced.

The services deployed shall possess valid relevant qualification and experience as per applicable laws in the field of Operation & Maintenance of Electrical components of Chillers, Cooling towers, pumps and its allied equipment, Switch Boards, DBs, Motor Control Centre and Electrical Panels, switch Boards, DB's Motor Control Centre and Electrical Switch Gear, all types of wiring and other allied Electrical works especially equivalence to NIBAF's HVAC Plants & System.

d. Technical Assistance Services:



In addition to, and concurrent with, (a) (b) (c) above, the Contractor shall deploy adequately technical assistance services at the HVAC Plant Room and inside the building for:

- I. Providing required assistance to the staff conducting the operation, maintenance and servicing of the HVAC system mentioned above in (a) (b) (c).
- II. Providing assistance in painting of all equipment, exposed ducting and piping if the original paint has been scratched, or has deteriorated.
- III. Providing assistance in painting of air devices, Pumps, pipelines etc.

The unskilled services deputed should be at least capable of reading & writing HVAC Plant Log Books, work in HVAC Plant and assist the technical staff

e. On-Call Services:

In addition to, and concurrent with, (a) (b) (c) (d) above, the Contractor must:

- 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 HVAC system or as when required by the NIBAF or in any emergency-like situation and inspect the HVAC 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 deputed qualified engineering services.

f. 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. A complete daily general checking of the entire installation shall be carried out by the Contractor's employee(s) and they will immediately convey any abnormality in the equipment and allied systems listed above, as well as make immediate arrangements to set right such abnormalities. Moreover, 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. A complete general checking of the entire installation/ HVAC System and its allied equipment/accessories shall be carried out by the Contractor 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 HVAC System's supply. They may advise the client about all protective devices that may be installed in HVAC System to avoid damages/loss of connected load /circuits/apparatus with HVAC System supply.
- IX. Penalty will be imposed at the rate of Rs. 5000/- (Rupees Five thousands only) per occurrence per day of fault in HVAC System for non-operation of HVAC 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 HVAC 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, may be provided by the NIBAF or arranged by the service provider immediately. However, in case of purchase of the parts and 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 :-
- Dosing water treatment chemicals for cooling tower.
 - Removal and fixing of false ceiling tiles as per original as required by the contractor for carrying out his work. The contractor shall be responsible for any damage to the false ceiling framing and tiles.
 - Testing and Analysis of LiBr Solution on cyclic basis or when required.



- Consumable materials like kerosene oil, grease, cotton, duster, cleaning brush, vacuum cleaner tools etc. will be arranged by the Contractor from its own sources for which no extra payment will be made by the NIBAF.
- 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/manufacturer. The contractor's Personnel shall provide servicing for all parts of HVAC System. Contractor will not make any alteration/modification etc. in existing HVAC System machinery without prior written approval of the NIBAF.
- XV. HVAC System room and its vicinity/area pertain to HVAC Systems and allied equipment will be kept clean and tidy and light/fan etc. repairing shall be performed by the Contractor's staff.
- XVI. Contractor's employee(s) shall not leave the site without handing over the charge to next shift.
- XVII. Contractor's employee(s) will not be allowed to leave their duty without prior information to the NIBAF.
- XVIII. Contractor's employee(s) shall remain in identifiable, neat and clean uniform while on duty. Failing which a penalty of Rs.500/- per day per person will be imposed by the NIBAF.
- XIX. 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.
- XX. The Contractor shall submit reports for modification in equipment or processes to improve the performance of system for smooth operation.
- XXI. Spare parts (if necessary), oil and filters shall be provided for replacement by the NIBAF free of cost, if available in stock. Spare parts not available in the stock shall be arranged / purchased by the contractor after obtaining written approval from the NIBAF pending reimbursement of the cost upon producing invoices / bills / cash memos etc. The NIBAF may also on its discretion make direct payment to the supplier. The senior Engineer of the contractor shall take full responsibility to advise the NIBAF well in advance regarding the parts anticipated to be required for the maintenance purpose so that they may be procured well in time if not available in the stock
- XXII. Contractor must keep sufficient stock of running spare parts for immediate replacement to avoid interruption in smooth operation. However, the parts to be imported must be supplied within 15 days of the demand by the Employer besides makeshift arrangements to keep the system operational during lead time.
- XXIII. HVAC plant room and its vicinity/area pertain to HVAC Systems and allied equipment will be kept clean and tidy and light/fan etc. repairing shall be performed by the Contractor's staff.
- XXIV. 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 plant operation. The contractor shall under take the work on approval by the Employer of the estimate indicating there in the extent up to which Employer should share the cost.
- XXV. The contractor shall ensure that the air-conditioning plant is operated, maintained & serviced efficiently to avoid breakdown during normal operation. The contractor shall also ensure economical consumption of the materials & spare parts supplied by the Employer. The spare parts not available in the stock shall be arranged/ purchased by the contractor after obtaining



approval from the Employer pending reimbursement of the cost on invoices / bills / cash memo. The Employer may also at its discretion make direct payment to the suppliers.

- XXVI. The temperature on each floor at different locations shall be recorded at least twice daily.
- XXVII. The equipment operational observation shall be recorded at suitable intervals.
- XXVIII. All readings shall be recorded in approved printed log sheets prepared in duplicate. One set would be supplied to the Employer's representative every day.
- XXIX. 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.
- XXX. Contractor will carry out the annual servicing & over hauling of HVAC system during winter or intermediate season as directed by the engineer in charge & as per manufacturer's instructions.

4. Services Schedule

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

Sr. No.	Service	Time	Days
1.	Uninterrupted Operation, Maintenance Services at HVAC Plant, Cooling Towers , Allied equipment and inside the building	Round the Clock	365

- b) The Contractor shall follow the general schedule given above for performing Services. However, the schedule shall not limit the Services performed by the Contractor, and the Contractor shall carry out such Services, as and when required immediately to keep the equipment covered under this contract in good running condition. The Contractor's employee(s) shall also follow the instructions of NIBAF's engineer-in-charge and carry out all repairing / maintenance work as and when required / pointed out by the NIBAF's engineer-in-charge.
- c) Contractor's staff shall mark attendance and contractor shall provide stationeries, log book, log sheets etc. and attendance register with proper binding for maintaining record and it shall be maintained properly.
- d) Shifts shall be evenly rotated and contractor shall prevent any irregularity.
- e) Daily and periodic maintenance/checking for HVAC 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.
- f) 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

I. Plant operation:

Daily:

- a) Check for the working of all electrical & mechanical components of the equipment.
- b) Dosing of chemical for treatment of cooling tower and chiller feed water system.
- c) Maintain log sheets/log book for daily operation.
- d) Any service or running repairs required during the operation of the plant.
- e) Cleaning of the equipment machinery and complete Plant Room.



Weekly/ Biweekly/ Monthly Service & Maintenance of Plant:

Washing & cleaning of air filters.
Flushing and cleaning of strainers.
Service of automatic and safety controls of equipment and air- conditioning system.
Checking of oil and other lubricant levels and changing.
Checking of belt driven equipment and adjustment of belt tension and alignment.
Checking of water levels and controls valves.
Changing of parts due to normal wear and tear when necessary.
Checking and adjustment of all pressure and safety devices.
Adjustment and lubrication/ greasing of bearings & glands of equipment.

Annual Maintenance and Overhauling of Plant:

The work to be carried out one by one on chillers from December 15 to February 15 or as weather situation or instruction by the NIBAF
Parts to be changed where necessary.
Instruction given in the Manufacturer's Manuals to be followed. Record of various checks and tests to be maintained for further reference.
A satisfactory report on annual maintenance will be provided to the Employer's Engineer.

II. High Efficiency Centrifugal Liquid Chillers:

Daily Operation of the Chillers

- a) Complete over all visual and general inspection of the chillers
- b) Startup of the chillers.
- c) Maintaining the daily data log sheets for the chiller operation for temperatures, pressures, levels etc.
- d) To maintain chilled water outlet temperature as per building requirement through chiller operation.
- e) Checking and monitoring of the chiller pumps such as Refrigerant pump, Solution pump, Purge pump etc.
- f) Recoding the chiller operational parameters on hourly basis
- g) Checking the control panel of the chiller from dust and other external material which could be harmful for chiller controls.
- h) Checking of all safeties.

Monthly Inspection

- a) Checking of Oil Level in Chiller
- b) Checking Amp., Performance and Abnormality of Absorber Pump, Refrigerant Pump, Vacuum Pump
- c) Confirmation of setting values of safety devices and control devices.
- d) Checking of programming of Microprocessor.
- e) Checking of all i.e. Temperature, Pressure, Fluid level etc.
- f) Checking of all safeties
- g) Checking refrigerant level of chiller

Annual Servicing

- a) Pressure checking of Chiller with N2 (N2 will be provided by the CLIENT)
- b) Servicing of Purge Pump
- c) Checking & Servicing of Absorbent pump.
- d) Checking & Servicing of Refrigerant pump.
- e) Servicing of electric panel
- f) Checking and Servicing of H.T/LT Generators. HVAC System Eliminators



- g) Servicing of HVAC System
- h) Checking of all Valve of chiller and lines
- i) Servicing of pumps Line Strainer.
- j) Calibration of sensors (if found faulty will inform accordingly)
- k) Restarting of chiller with observation.
- l) Performance of
- m) Level Electrode
- n) Vacuuming
- o) Checking of all Temperatures, Pressures and Fluid level.
- p) Confirmation of setting values of safety devices and control devices.
- q) Checking of all safety devices and adjustment if required
- r) Servicing of control panel
- s) Checking programming of Microprocessor
- t) Checking and adjustment of Inverter Programming.
- u) Checking Amp. and abnormality of :-
- v) De-scaling of line
- w) Neutralization with Neutralizer.
- x) Brushing with brushing Machine

III. **Hot Water Generators (HWG):**

Daily Operation of the Hot Water Generators

- a) Complete over all visual and general inspection of equipment
- b) Startup of the hot water generator
- c) Maintaining the daily data log sheets for the operation of HWG for temperatures, pressures, levels etc.
- d) To maintain hot water outlet temperature as per building requirement through HWG operation.
- e) Checking and monitoring of the Hot Water Generator Body for Possible thermal stresses.
- f) Recoding the operational parameters on hourly basis
- g) Checking the control panel of the HWG from dust and other external material which could be harmful for chiller controls.
- h) Checking of all safeties.

Annual Servicing

- a) Service, Cleaning of Combustion Assembly; Gas and Liquid burners.
- b) Repair / Replacement of front cover insulation with a high temperature resistant refractory material.
- c) Alignment, Repair and Paint of Outer Protection Plates
- d) Checking and adjustment of fuel injectors and nozzles.
- e) Servicing of control and safety components

IV. **Hot Water Boilers (ALARKO, Harmony D 24 Kw):**

Daily Operation of the Hot Water Boilers

- a) Complete overall visual and general inspection of equipment
- b) Startup of the hot water Boiler.
- c) Maintaining the daily data log sheets for the operation of HWB for temperatures, pressures, levels, setpoints etc.
- d) To maintain hot water outlet temperature as per requirement through HWB operation.
- e) Checking and monitoring of the Hot Water Boiler Body for Possible thermal stresses.
- f) Recoding the operational parameters on hourly basis.
- g) Checking the control panel of the HWB from dust and other external material which could be harmful for boiler controls.



- h) Checking of air pressure release valves
- i) Checking of all safeties.

Monthly Servicing

- a) Service & detailed Cleaning of Combustion Assembly
- b) Refilling of the Hot water closed circuit with fresh water in order to remove the possible scale accumulated in capillaries/tubes.
- c) Identification of the faulty components (control panel, blower motor, pressure flow switch, thermostat). Repair of the same at site if necessary. In case of non-repairable, replacement of the faulty component at earliest through quote.
- d) Checking and adjustment of Gas injectors/nozzles.

Annual Servicing

- a) Complete overhauling of the boilers & associated piping & valves throughout the hostel block building.
- b) Complete Descaling of the 02 Nos. hot water expansion tanks by removal of Ca/Mg scale through the window. Window need to be refixed by proper welding and insulation.

V. **Cooling Tower:**

Daily:

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place.
- b) Inspection of Cooling Tower circulating water Circuit.
- c) Chemical Dosing.
- d) Checking of PH & TDS of cooling water circuit.
- e) Checking Ampere of cooling tower motor.
- f) Fan Balancing & Adjustment if required.
- g) Checking of float valve of cooling towers for proper operation or leakage.

Weekly / Monthly:

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place.
- b) Inspection of Cooling Tower circulating water Circuit.
- c) Servicing of Hot & Cold Water basin.
- d) Checking of float valve of cooling towers for proper operation or leakage.
- e) Checking of motor supports and fan blades.
- f) Ensure that the strainers at water return sump to chiller are in position and clean.
- g) Ensure that air intake louvers are clear, properly fixed, clean and not obstructed.
- h) Ensure that there is no oil leak from the fan gear or bearing box. Ensure that Fan-Belts are in good operating condition and belt tension is correct
- i) Ensure that the top water basin distribution holes are clear, clean and not obstructed.
- j) Check all globe valves on top basin for proper adjustment for required flow GPM.

Annual Servicing:

- a) Complete overall visual inspection to make sure that all equipment is operating and that safety systems are in place.
- b) Inspection for clogging.
- c) Checking the condition of Fan Motor.
- d) Check for loose fills, connections, leaks, etc.
- e) Check motor supports and fan blades.
- f) De-scaling of Cooling Towers.
- g) Charging of Water Treatment Chemicals.(Chemicals will be Provided by OWNER)
- h) Inspections of Cooling Tower circulating water Circuit.



- i) Repairing, if any leakage in the system (Material will be provided by OWNER).
- j) Checking of float valve of cooling towers for proper operation or leakage.
- k) Ensure fan gear and bearing box is well lubricated.

VI. **Water Pumps:**

Daily / Weekly:

- a) Checking the condition of the motor.
- b) Checking and securing of all pump mountings.
- c) Checking Amperes of Pumps.
- d) Check and inspection for any abnormal noise.

Monthly:

- a) Overall visual inspection.
- b) Assure that all bearings are lubricated.
- c) Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace new material (if required will be provided by EMPLOYEER).
- d) Checking the condition of the motor.
- e) Checking of Amperes of Pumps.
- f) Check and inspection for any abnormal noise.

Annual Servicing:

- a) Overall visual inspection.
- b) Assure that all bearings are lubricated.
- c) Inspection of bearings, drive, pulley & gland rope. Adjust, repair or replace (if required will be provided by EMPLOYER).
- d) Checking the condition of the motor.
- e) Checking of Amperes of Pumps.
- f) Check and inspection for any abnormal noise

VII. **Air Handling Units**

Daily:

- a) Checking of any abnormality in normal operation condition.
- b) Checking & Servicing of Filters.
- c) Humidity control
- d) Checking of Coil's condition.
- e) Checking of Blowers and housing.
- f) Checking of the drain pan for smooth and proper flow of condensate.

Weekly / Monthly:

- a) Overall Visual Inspection
- b) Checking & Servicing of Filters.
- c) Inspection of Fan & Fan motor
- d) Checking of Blowers, belts and Temperature, Dampers, Valves & Pressure Gauges.
- e) Checking of the drive motor.
- f) Checking of the drive and driven pulley alignment.
- g) Checking of the drain pan for smooth and proper flow of condensate

Annual Servicing:

- a) Overall Visual Inspection
- b) Checking of Coil's condition.
- c) Inspection of Fan & Fan motor.
- d) Checking of Blowers, belts and Temperature & Pressure Gauges.
- e) Greasing of bolts & Motors. (upon requirement)
- f) Servicing of Coils. (upon requirement)



- g) Checking of the pipe work, pipe insulation
- h) Checking of the electrical connections of the AHU Drive Motor that these completely tightened grounded and insulated.

VIII. **Fan Coil Units:**

The Fan Coil Units shall be maintained and Operated based on the following regular checks and inspections.

- a) Checking the drive motor for proper operation, amps drawn, voltage etc
- b) Checking of the Blower
- c) Checking of the cooling coil
- d) Checking of pipe work and pipe insulation
- e) Checking of valves, strainers,
- f) Checking of filters checking of controls, motorized valve, thermostat
- g) Checking of the drain pan for smooth flow of condensate
- h) Checking the noise level
- i) Checking the abnormal vibration.

IX. **Electrical Motors & Starters:**

- a) Cleaning, servicing and checking of all components.
- b) Tightening of wire/Cable connections.
- c) Cleaning & adjustment of contacts.
- d) Checking of earthing.
- e) Checking of motor winding insulation.
- f) Replacement of bearings (if needed)

X. **Electric Control Panels:**

- a) Checking and services of MCCB's, disconnect switches, fuses contacts, relays, and overloads, cutouts & other safety devices.
- b) Tightening of wiring connections.
- c) Checking of wiring insulation.
- d) Checking of earthing.

XI. **Air Distribution Systems:**

- a) Cleaning of air devices, painting is included.
- b) Repairs of exposed ducts, duct insulation, jacketing and covering.

XII. **Piping Systems:**

- a) Cleaning and flushing of all piping systems including chemical cleaning when required
- a) Servicing and cleaning of all valves, strainers on requirement Basis
- b) Repair of insulation, jacketing and covering of all insulated piping.

XIII. **Painting:**

- a) Painting of all equipment, exposed ducting and piping if the original paint has been scratched, or has deteriorated.
- b) Painting of air devices.

Tools & Equipment (T&E) for Execution of Services

The Service Provider shall bring and maintain all necessary T&E at site which are required for



execution of services under the Contract. During pendency of the Contract, if Client finds that the T&E brought by the Service Provider is not sufficient and as per desired quality, the Service Provider shall immediately replace and/or bring/arrange additional T&E for smooth execution of services without any additional cost. Such T&E shall include but not limited to testing and diagnostic instruments if required. In case of failure to arrange and maintain the necessary T&E, Client reserve the right to take punitive action as per the Contract which includes and is not limited to imposition of liquidity damages, termination of contract and forfeiture of Performance Security."



SCHEDULE E TO BID**PROPOSED METHODOLOGY/ PROGRAM OF PERFORMING THE SERVICES**

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	Supervisory Services in AC Plant Room (01 Service Point) from 08:00AM to 6:00PM and during the maintenance activities, 365 Days (as described in Specific Services Data Schedule C to BID Volume-I)	
2	Chiller / Hot Water Generator/Hot Water Boiler Operation Services in AC Plant Room (01 Service Point) round the clock 24/7 (as described in Specific Services Data Schedule C to BID Volume-I)	
3	Electrical Services (01 Service Point) round the clock 24/7 (as described in Specific Services Data Schedule C to BID Volume-I)	
4	Support Services for Fan Coils, Air Handling Units and Air Supply System (01 Service Point) round the clock (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.
- The Resources against all the components should be clearly mentioned in the above table. In case of missing information, the bid shall be rejected as per ITB 11.
- The bidder cannot alter the above table. Any alteration shall also amount to rejection of the bid as per ITB 15.



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

Section VI - CONDITIONS OF CONTRACT



A. GENERAL CONDITIONS OF CONTRACT (GCC)

1. General Provisions	
1.1. Definitions	<p>1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Applicable Law” means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan. b) “Authorized Officer” means the person notified by Client to act as the officer in-charge for the purpose of the implementation of Contract and named as such in the Work Order or Letter of Acceptance. c) “Confidential Information” means all information (including copies) however disclosed including any Intellectual Property Rights (IPR), documents, ideas, computer programs, specifications, plans, drawings, pricing, marketing and customer information, information relating to market opportunities or business affairs and any other information marked or by implication, confidential or of commercial value. d) “Client” means National Institute of Banking and Finance Pakistan (NIBAFP), that signs the Contract for the Services with the selected Service Provider. e) “Day” means a Gregorian calendar day unless indicated otherwise. f) “GCC” means these General Conditions of Contract; g) “Government” means the Government of the Islamic Republic of Pakistan; h) “Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them; i) “Services” means the work to be performed by the Service Provider under this Contract. j) “Service Provider’s Bid” means the completed Bidding Documents submitted by the Service Provider to the Client k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; l) “Specifications” means the specifications of the service included in the Bidding Documents submitted by the Service Provider to the Client m) “Service Points” are the number of locations of services where service provider is required to provide uninterrupted services, simultaneously. n) “Service Provider” means the person whose tender/bid has been accepted by the Client and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person o) “Service Provider’s Employee” employees of the Service Provider.
1.2. Applicable Law	<p>1.2.1. The Contract shall be governed by the laws of the Islamic Republic of Pakistan.</p>
1.3. Language	<p>1.3.1. This Contract has been executed in English/Urdu, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract</p>



1.4. Notices	1.4.1. Any notice, request, or consent made under this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, or facsimile to such Party at the address specified in the SCC.
1.5. Location	1.5.1. The Services shall be performed at such locations as are specified in at Section VI and, where the location of a particular task is not so specified, at such locations in Pakistan, as the Client may approve.
1.6. Authorized Representatives	1.6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7. Instructions, ,Inspection and Audit by the Client	1.7.1. The Service Provider shall carry out all instructions of Client communicated through the authorized person which comply with the applicable laws where the Buildings/ Premises are located. 1.7.2. The Service Provider shall upon reasonable notice by the Client allow the Client's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as outlined in this contract and to have them audited by auditors appointed by the Client if so required by the Client.
1.8. Taxes, Duties and other applicable laws	1.8.1. The Service Provider shall pay its own and its employees taxes, and the Client is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the Governmental Treasury. The Service Provider shall also ensure compliance with local laws and applicable regulations. 1.8.2. Any additional tax, levies, duties, or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both parties.
1.9. Priority of Contract Documents	1.9.1. The Contract and Documents are to be taken as mutually explanatory. Ambiguities or discrepancies between the documents shall be promptly brought to the attention of Client for clarification. In case of clarification with respect to any clause/ document the same shall be construed as determined by the client.
1.10. Services	1.10.1. The Services include as mentioned in bidding documents and in accordance with Client's requirements, industry best practices.
1.11. Service Execution Schedule	1.11.1. The Services Provider shall provide and ensure uninterrupted services as per Scope of Services. Client however, reserves the right to make adjustments, changes, alterations in the service timings depending upon the requirements of the Client which will be communicated to the Service Provider from time to time. 1.11.2. The Services Provider shall be obliged to complete the Services as assigned under the Contract during the service schedule fixed by the Client and if the Service Provider has to spend time beyond the assigned service schedule to complete the contractual obligation, the Client shall not be responsible for any extra payment. 1.11.3. If required on holidays, the Service Provider shall be obliged to manage the Services in such a manner as necessary for the execution of the Services under the Contract. If the Service Provider fails to provide the requisite services, Client is entitled to impose Liquidated Damages as per clause – 3.11.



	<p>1.11.4.The Service Provider shall have to coordinate with the authorized officer of the Client in advance if he wants to execute the services beyond the services schedule to perform his contractual obligations under the Contract.</p> <p>1.11.5.If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of its representative, the Service Provider shall provide as a replacement after fulfillment of requirements as per Client’s security protocol/requirement.</p> <p>1.11.6.If Client finds that any of the Service Provider’s representative have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of any of its employees, then the Service Provider shall, arrange for a replacement.</p> <p>1.11.7.In the event that Service Provider, or any of its agents, representatives, employees, or subcontractors, is found to have engaged in theft, fraud, or any other act of dishonesty at the Client’s premises, the Client shall have the sole and absolute discretion to impose a penalty upon the Service Provider of Rs 25,000 in addition to the recovery of actual losses incurred. This shall be without prejudice to any other rights or remedies available to the Client under this Agreement and / or applicable law including blacklisting.</p>
<p>1.12. Attendance of Meetings</p>	<p>1.12.1.The Service Provider shall attend all the meetings, when called by Client, to discuss the quality of services and other matters related to the Contract, without any compensation from Client.</p>
<p>1.13. Responsibilities, Liabilities and Warranties By The Service Provider</p>	<p>Notwithstanding to any provision contained in the Contract, the Service Provider shall be exclusively responsible for the following during the currency of the Contract:</p> <p>1.13.1 The Service Provider shall execute and deliver Services as mentioned in the Contract in accordance with Client’s requirements, relevant rules, regulations, standards, safety measures and shall maintain good order at the premises as communicated by Client from time to time during execution of the services. The Services shall be fit for the express or implied purposes for which supplied.</p> <p>1.13.2 Service Provider shall follow professional official etiquette, industry best practices and adequate standards of hygiene while executing the services like avoidance of abusive language by its employees, ensure proper dressing/uniform as per local culture/norms by displaying service provider cards for identification and any others practices which are followed in Client. Service Provider shall not act in a way which is prejudicial to Client’s interests or business;</p> <p>1.13.3 The Service Provider/or their resources to hold requisite power, authority and valid license and authority to carry out the Contract and deliver Services mentioned in the Contract. The Service Provider shall obtain or renew all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.</p> <p>1.13.4 The Service Provider shall bring at site all equipment including but not limited to those specified in the Contract necessary to carry out</p>



	<p>the services under the Contract. The Service Provider shall ensure the equipment remain in working order.</p> <p>1.13.5 The Service Provider shall adhere to all directions of Client and observe security protocol as per Client's requirement for execution of services like security clearance of its employees, etc. for which documents / data shall also be provided to Client. The Service Provider warrants that its employee(s) have no criminal record and shall not indulge in any criminal activity. The Service Provider agrees that if Client is not satisfied with the services of its resources for execution of services, necessary replacements will be arranged and Client shall have exclusive right to not accept the services of any service provider resource.</p> <p>1.13.6 Any breach by Service Provider of this Clause, shall constitutes a material breach of the Contract and may lead towards Termination as per Clause-2.6.2 In addition, Client shall be entitled to require Service Provider to (a) remedy the breach at its cost; (b) pay for it to be remedied; or (c) repay all amounts already paid for the defective Services.</p>
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2. Commencement, Completion, Modification, and Termination of Contract	
2.1. Effectiveness of Contract	2.1.1. This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the work order .
2.2. Duration of Contract	2.2.1. The duration of this contract shall be twelve (12) months, renewable for further two years on mutual consent on the same rates, terms and conditions subject to clause 5.2 or any other clause of this Contract.
2.3. Extension of Contract	2.3.1. The Contract may further be extended on same rates, terms and conditions (subject to clause 5.2 or any other clause of this Contract) for a period suitable to Client to call new tenders and award of a fresh contract.
2.4. Modification/ Variations	2.4.1. Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties in compliance with PPR-2004.
2.5. Force Majeure	<p>2.5.1. Definition For this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.</p> <p>2.5.2. 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 to carry out the terms and conditions of this Contract, and</p>



	<p>b. has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>2.5.3. Extension of Time Any period within which a Party shall, under this Contract, complete any action or task or additional task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure or on the advice of Client.</p>
<p>2.6. Termination</p>	<p>2.6.1. By the Client The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.6.1:</p> <ul style="list-style-type: none"> a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, b) if the Service Provider becomes 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 not less than sixty (60) days; or d) if the Service Provider/s, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. e) If The Service Provider’s employees commit a serious crime within the premises which can result in police action under Penal Code of Islamic Republic of Pakistan. f) if the Service Provider does not maintain a Performance Guarantee under Clause 3.12 g) if Service Provider materially or consistently breaches the Contract including failure to correct performance deficiencies as mentioned under the Clause 7.2. h) Client in its sole discretion, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective. <p>2.6.2. By the Service Provider The Service Provider may terminate this Contract, by not less than sixty (60) days” written notice to the Client, such notice to be given, if the Client fails to pay any amount to the Service Provider under this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>2.6.3. Payment upon Termination Upon termination of this Contract under Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> a) Payment of services under Clause 6 for Services satisfactorily performed by the Service before the effective date of termination; b) except in the case of termination under paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. c) If the total amount already released by client exceeds any payment due to the Service Provider, the difference shall be



	<p>recovered from the payable amounts and/or the Retention Money/Performance Security.</p> <p>d) In case of termination under Clauses 2.6.1 except under Paragraphs (c) and (h), performance security shall be forfeited.</p>
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3. Obligations of the Service Provider

<h4>3.1. General</h4>	<p>3.1.1. If at any time during the continuance of this Contract:</p> <ul style="list-style-type: none"> a) any of the Personnel commits an act (whether or not in connection with the Services) which is contrary to the interest of the Client; or b) any of the Personnel conducts himself in a manner prejudice to the interest/business of the Client (whether or not in connection with the Services); or c) any of the Personnel is in the opinion of the Client unsuitable to the discipline of the client <p>Then the Service Provider shall, on being so requested by the client, withdraw such of the Personnel from any further Services under this contract and promptly replace such of the Personnel with an appropriate substituted person.</p> <p>3.1.2. The Service Provider shall:</p> <ul style="list-style-type: none"> a) undertake the services in accordance with the terms of this Contract. b) ensure that the Personnel shall be properly qualified and skilled in their respective capacity c) The Service Provider shall ensure that all his work force is medically fit and free from any contagious diseases, for the protection of Client's employees. The Service Provider shall remove immediately from the Client's premises any of his employee who is suffering from contagious diseases. d) be solely responsible for payment of all dues, including without limitation salaries, to personnel and for all their transportation, accommodation and sickness expenses together with payment of any and all personal income tax or other taxes, and social/welfare deduction made in respect of Personnel's salaries. The Service Provider shall also be responsible to obtain and provide all necessary documents which may be required from time to time to enable the Personnel to carry out their responsibilities in respect of the Services; e) be responsible for any accidents or injuries sustained by any of the Personnel during the performing of the Services or otherwise and shall be liable for payment of any compensation to such Personnel for any accident or injury and keep the Client indemnified against any claim; f) promptly pay directly to the appropriate authorities all applicable EOBI, Social Security contributions including any other levy /contribution / fee, etc. payable to the Government under labour / other laws and taxes claimed in respect of the Services and in respect of the Personnel's income and agrees to indemnify the Client and hold the Client
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3. Obligations of the Service Provider	
	<p>safe and harmless against any and all claims or demands in respect of the tax and contribution payment liability of the Service Provider or the Personnel for or on account of any other payment made to or earned by them in respect of the services;</p> <p>g) replace, repair, and make good any damage caused or done to any property, fixtures, fittings or asset of the Client during the provision of the Services due to negligence of the Service Provider or any of the Personnel;</p> <p>h) abide by all legal requirements applicable on the Service Provider in relation to its employees including without limitation maintenance of all requisite records, registers and / or cards and file all such returns with any authority as required by the applicable law prevailing from time to time; present such record for inspection by Government authority as and when required;</p> <p>i) furnish a written list of names, copy of National Identity Cards, and require particulars with security point, of the Personnel assigned by the Service Provider from time to time to perform the services to the Client;</p> <p>3.1.3. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Service providers or third parties.</p> <p>3.1.4. The Service Provider will ensure continuity of services without interruption as per requirement.</p> <p>3.1.5. In the course of the performance of the services the Service Provider shall comply with all requirements of the Client.</p> <p>3.1.6. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Client in Pakistan.</p> <p>3.1.7. The Service Provider shall promptly notify the Client of any matter coming to their knowledge that could have a material effect on the business or affairs of the Client.</p>
3.2. Indemnity	<p>3.2.1. The Service Provider agrees to protect, indemnify and hold the Client and each of its subsidiaries, affiliates, officers and employees harmless from and against any and all claims, demands and such like made by any third party against the Client and / or any of its subsidiaries, affiliates, officers or employees relating to or arising from the provisions of the services including any claim by any of the Personnel or their dependents, successor or legal heirs.</p> <p>3.2.2. This contract shall constitute a contract for performance of the Services by the Service Provider for the Client and nothing in this contract shall constitute a partnership between the Service Provider and the Client nor create the relationship of employer and</p>



3. Obligations of the Service Provider	
	<p>employee between the Client and the Service Provider or the Client and any of the Personnel.</p> <p>3.2.3. The Service Provider agrees to indemnify the Client and hold it harmless against all liabilities, including judgements and cost of litigation, for anything done or omitted by the service provider in the execution of this Contract.</p> <p>3.2.4. Any claims of service provider's current employees or ex-employees, or associates, or their heirs whether against the Service Provider, other Service Providers working within the same premises or any other person, regarding deals made at personal level by the staff or personal matters or deals carried out in whatsoever form, manner or capacity.</p> <p>3.2.5. Any Government Permits, Licenses, etc. that may be required for performing the services contemplated under the Contract.</p> <p>3.2.6. Any tax, government duties, insurance contributions and other taxes or social security contributions in respect of Service Provider's employee(s) or sub-service provider of Service Provider together in each case with any interest, fines or penalties thereon</p> <p>3.2.7. All claims of compensation by an employee of Service Provider, his family or legal heirs or any other agency, autonomous body, any NGO or government department, arising from injury, disability, ill health or death of any of his employees during the currency or expiry of this Contract while performing any services under this Contract or any claim regarding the medical care or treatment expenses submitted by the employee or ex-employee of the Service Provider or their legal heirs.</p> <p>3.2.8. During the tenure of this Contract the Service Provider or any of the Personnel shall have no authority to bind the Client and the Service Provider shall retain complete control and direction over the Personnel. Furthermore, service provider shall perform the services through its own supervision and management.</p>
3.3. Conflict of Interests	<p>3.3.1. <u>Service Provider and Service Provider's employee (s) Not to Benefit from Commissions and Discounts.</u> Payment against the services under Clause 6 shall constitute sole payment to the Service Provider. The Service Provider shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract, and in discharge of their obligations under this Contract. The Service Provider shall ensure that the Service Provider's Employee(s), or their affiliates shall not receive any additional payment.</p> <p>3.3.2. <u>Prohibition of Conflicting Activities</u> a) Neither the Service Providers nor their affiliates shall engage, either directly or indirectly, in any activities during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;</p>
3.4. Confidentiality	<p>3.4.1. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by</p>



3. Obligations of the Service Provider	
	<p>NIBAFP to the Service Provider or to any other person who is not officially concerned with the process, until the announcement of the result of evaluation.</p> <p>3.4.2. The Service Provider shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the NIBAFP's prior written consent.</p> <p>3.4.3. In case of any disclosure related to the bidding process and contractual obligations at any stage by any Service Provider, NIBAFP may reject its bid and/or terminate the contract Service Provider.</p>
3.5. Contractual Liability Insurance	<p>3.5.1. From the Commencement Date until the expiry of the Contract, the risks of fraud, personal injury, death, loss, theft or damage to property of Client and third Party due to the negligence of the Service Provider, its employees, associates, sub-Service Provider, assigns etc. (including, without limitation, the tiles, cables, wood works, paint/polish, flower pots, plants, fixtures, metallic items etc.) are Service Provider's risks. The Service Provider shall have to make good all damages/losses to Client. In case of failure, Client reserve all legal rights including but not limited to deduction from any money of the Service Provider with NIBAFP.</p> <p>3.5.2. The Service Provider shall indemnify and keep indemnified Client, at all times against any loss, claim, damage, charge occurred to Client due to negligence or fraud committed by Service Provider or its employee. The Service Provider may, to protect themselves, obtain "Contractual Liability Insurance" to cover all claims related to Negligence / Fraud/theft if any, committed by the Service Provider or its employees but this is not obligatory. If the Service Provider obtains the above insurance, Service Provider shall be responsible to indemnify Client regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of the Service Provider to pay the Client's claim shall authorize Client to deduct the claimed amount from the amount payable to Service Provider.</p>
3.6. Service Providers' Actions Requiring Client's Prior Approval	<p>3.6.1. The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> a) entering into a subcontract for the performance of any part of the Services, b) changing the schedule of activities; c) any other action that may be specified in the SCC.
3.7. Independent Service Provider Status	<p>3.7.1. The Service Provider shall act as an independent Contractor and neither the Service Provider nor any of the Personnel shall be deemed to be the partner, agent, or employee of the Client. The Service Provider shall have no authority to hire or engage others on behalf of the Client to incur any debt or liability for or on behalf of the Client nor to act on behalf of the Client or to bind the Client in any manner.</p> <p>3.7.2. The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the client will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses,</p>



3. Obligations of the Service Provider	
	<p>including without limitation any medical or pension payments, and that income tax/withholding tax is Service Provider's responsibility.</p> <p>3.7.3. None of the Service Provider's employee (s) shall be entitled to seek employment with the client merely on the ground that he/she had been posted by the Service Provider at any of the premises of Client for performance of this Contract.</p> <p>3.7.4. The Service Provider shall ensure that none of the Personnel holds himself out as being an employee of the Client, having any authority to bind the Client or to incur any liability on behalf of the Client.</p>
3.8. Compliance with all the Regulatory Requirement	<p>3.8.1. The Service Provider agrees to comply with all applicable laws, regulations, rules, and codes in connection with the performance of its obligations under this contract and indemnify defend, and hold harmless the Client and its officers, directors, employees against any and all claims, liabilities, damages, losses, penalties, fines, costs, and expenses etc arising out of or in connection with no-compliance or alleged non-compliance with such laws, regulations, rules, or codes.</p> <p>3.8.2. This indemnity shall survive the termination or expiration of this contract</p>
3.9. Reporting Obligations	<p>3.9.1. The Service Provider shall submit to the client the reports and documents specified in the Bidding document or otherwise, as and when required by the client.</p>
3.10. Documents Prepared by the Service Providers to Be the Property of the Client	<p>3.10.1. All, reports, and other documents and software submitted (if any) by the Service Provider under Clause 3.9 shall become and remain the property of the client, and the Service Provider shall during the execution of Contract and in any case not later than upon termination or expiration of this Contract, deliver all such documents and software to the client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Future use of these documents by the Service Provider shall be subject to approval of Client.</p>
3.11. Penalties / Liquidated Damages	<p>3.11.1. For each deficiency and poor service, Client will impose a penalty amounting up to 1.5 times of its daily respective services fee (i.e. monthly fee of respective services for ongoing year/30) per event without prejudice to any other remedy or relief available to Client under the Contract and / or applicable law. The deduction of the penalty does not relieve the Service Provider to provide services as mentioned in the Agreement.</p> <p>3.11.2. In addition to the above penalty, the Client would be entitled to deduct actual cost of repairing or replacement thereof, if damage occurs to any property of Client and / or third party due to any fault on the part of the Service Provider.</p> <p>3.11.3. Without prejudice to above, the Service Provider shall have to deploy extra resources, to meet the service quality standards at no extra cost to Client as and when required.</p>
3.12. Performance Guarantee	<p>3.12.1. The Services Provider shall furnish a Performance Guarantee equal to 5% of the Contract Price stated in Letter of Award / Acceptance in</p>



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

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

5. Obligations of the Client



5.1. Provide information about the code of conduct	5.1.1. The Client shall at the request of Service Provider, provide the information on the code of conduct and security procedures. The Client shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.
5.2. Change in the Applicable Law	5.2.1. If after bid submission, a change occurs to any Federal and/or Provincial Law or any regulation or bye-law, notification of any local or other duly constituted authority, or the introduction/revision of any such Federal and/or Provincial Law, regulation or bye-law, which causes addition or reduction in the cost of Services, such additional or reduced cost will be added to or deducted from the Contract Price. However, the Service Provider shall not be entitled to claim any adjustment to the Contract Price on account of changes related to income tax, group life insurance, medical insurance, cost of equipment and uniforms, or profit. 5.2.2. The Service Provider shall substantiate price adjustment bill with supporting relevant documents including government notifications etc. in evidence.
5.3. Services and Facilities	5.3.1. The Client shall make available to the Service Provider the Services and Facilities, if any provided in the Contract.
5.4. Assistance and Exemptions	5.4.1. No assistance regarding exemption will be provided by the Client.
5.5. Access To The Buildings/ Premises And Stores	5.5.1. Before the commencement of the Contract, Client will provide access of Service Provider and Service Provider's employee(s) (after verification and clearance by the police or other investigation agency as per Client's Security Protocol), to all concerned parts of the buildings/ Premises where Services are to be provided under the Contract. 5.5.2. The Service Provider shall allow and ensure easy access of authorized person(s) of Client to his office, store or other areas under his control while providing the Services under the Contract.
5.6. Performance / Completion Certificate	5.6.1. Client will provide a Performance certificate during pendency of Contract and completion Certificate after completion of Contract to the Service Provider on his written request.

6. Payments to the Service Provider

6.1. Payments	6.1.1. The Service Provider's payment shall not exceed the Contract Price/rates and shall be a fixed lump-sum including all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2 , the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments under Clauses 2.4 and 6.3 .
6.2. Contract Price	6.2.1. The Contract Price means sums stated in Notification of Award as payable to Service Provider for execution of Services and remedying defects therein as well as additional services and extensions. 6.2.2. Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during the performance of the contract except as otherwise specified in the Contract.



6. Payments to the Service Provider	
6.3. Payment for Additional Services	<p>6.3.1. In case of additional services beyond daily service duration are required, the Service Provider shall have to arrange and provide the additional services on written or verbal request of Client at any time. Client shall make an additional payment to the Service Provider on pro-rata basis of the relevant BOQ item/Price Schedule as following equation:</p> $\frac{\text{Monthly charges as per the Price Schedule}}{30} \times \frac{\text{Resources as per proposed management plan}}{9} \times (\text{9 hours})$
6.4. Terms and Conditions of Payment	<p>6.4.1. The payments shall be made to the Service Provider on monthly basis after adjustment of any claims/ deduction against the Service Provider.</p> <p>6.4.2. In case of unavailability of services, Client will make deductions accordingly. However, deduction mechanism will be based on formula used for pro-rata calculation as mentioned below:</p> $\frac{\text{Monthly charges as per the Price}}{30} \times \frac{\text{Resources as per proposed management plan}}{\text{Number of days for which services remained unperformed}} *$ <p>6.4.3. Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by authorized officer of Client on a monthly basis. Furthermore, payments will be made to the service provider as per actual services rendered against the services after adjusting the additional/unperformed services or reduction of service, as mentioned in the Contract or subsequently conveyed by the Client.</p> <p>6.4.4. With the Final Statement / Bill, the Service Provider shall give to the Client a written discharge as per the format attached confirming that the total of the Final Statement/Bill represents full and final settlement of all monies due to the Service Provider arising out of or in respect of the Contract.</p> <p>6.4.5. After completion of the contract, the service provider will sign the contract closure certificate.</p>
6.5. Currency of Payment	6.5.1. All Payments shall be made in Pak. Rupees.
6.6. Taxes and Duties	<p>6.6.1 All applicable taxes shall be deducted by Client at source unless a valid tax / duty exemption certificate is submitted by the Service Provider.</p> <p>6.6.2 The Service Provider is bound to pay provincial and other taxes, duties, liabilities, license fees etc. due to concerned department directly, and is bound to discharge all duties and liabilities in this regard. Any concealing facts in this regard would lead to termination of Contract and blacklisting etc.</p>
7. Quality Control	
7.1. Performance Standards	7.1.1. The Service Provider will maintain the highest level of service standards as per best industry practice or as specified in this contract.



7. Quality Control	
7.2. Correction of Defects, and Penalty for Lack of Performance	<p>7.2.1. Client shall check the Service Provider's work and bring to the knowledge of the Service Provider of any defects that are found. Such checking shall not affect the Service Provider's responsibilities.</p> <p>7.2.2. The Client's authorized Officer shall serve a written warning to the Service Provider to improve the quality of Services and remove the deficiencies. For each deficiency and poor service, Client will impose a penalty as per Clause 3.11.</p> <p>7.2.3. The Service Provider shall adhere to service standards accordingly and cover the performance gaps. Failing which, Client may issue notice to the Service Provider.</p> <p>7.2.4. If the Service Provider fails to deliver the Services as per Contract, despite previous warnings in writing persistently or flagrantly neglecting to comply with any of his obligations under the Contract, Client may after giving the 14 days' notice to Service Provider terminate the Contract. Notwithstanding anything contained in the Contract and / or applicable law, the Performance Guarantee shall be forfeited and Client shall also debar the Service Provider from participation in future Contracts.</p>

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

9. Health, Safety, Utilities, First Aid Facilities	
9.1. Health, Safety, Environment and Security (HSE&S)	<p>9.1.1. The Service Provider shall comply with all statutory and regulatory requirements related to Health, Safety, Environment and Security (HSE&S) as well as Client's instructions, procedures or policies related thereto, at no additional cost to Client. The costs of supplying and/or doing all such things required for the purpose as per industry practice shall be deemed to be included in the amounts payable under this Agreement to the Service Provider.</p> <p>9.1.2. Client may periodically check the Service Provider's compliance with standard HSE&S practices and conduct safety inspections as and when it deems fit. The Service Provider shall ensure that Client's recommendations and industry standards in this regard are implemented without any delay.</p> <p>9.1.3. The Service Provider shall provide Client information about its working practices, materials and equipment and shall operate in a manner which does not compromise Client's security or environment standards and the safety and health of its employees and other people. The Service Provider shall also provide Client with any information which it may have related to a potential or actual security threat to Client.</p> <p>9.1.4. The Service Provider shall confirm in writing that its personnel are fully trained to execute the Services safely and shall ensure that they understand all risks and hazards associated with the Services.</p>



	<p>9.1.5. The Service Provider shall pay special attention to the following environmental protection measures:</p> <ol style="list-style-type: none"> a) Use of clean fuels to minimize air polluting emissions. b) Control of other air pollutants. c) Recovery and recycling of usable materials. d) Control of vehicle noise. e) Control of noise from power facilities. f) Limitation of Vibrations. g) Preservation of natural land to the extent possible. h) Preservation of archaeological Sites. i) Careful handling, storage and utilization of hazardous radioactive materials, toxic chemicals etc. <p>9.1.6. Failure to adhere to these health and safety standards, including but not limited to the failure to provide required safety equipment, implement safe work practices, or maintain a safe working environment, shall result in a penalty of Rs. 5,000 per event of non-compliance. Each instance of failure to comply with the applicable health and safety regulations shall be treated as a separate event, and the penalties shall be cumulative which shall be deducted from the payments due to the Contractor.</p> <p>9.1.7. Client reserves the right to terminate this Contract without notice to the Service Provider in the event of persistent violation of any of the above instructions by the Service Provider and related HSE&S requirements of Client communicated to the Service Provider from time to time.</p>
<p>9.2. Electric Power Supply, Water Supply, Telephone etc.</p>	<p>9.2.1. Water and electric power for rendering the services under the Contract will be provided by Client. Expense regarding the required cables/wires, switches etc. for Service Provider's tools/ equipment shall have to be borne by the Service Provider. The Service Provider shall make his own arrangement at his own expenses for the telephone, computer and fax etc. Cabinets for storage of Service Provider's tools/ equipment etc. shall be arranged by the Service Provider and placed at location allocated by Client.</p>
<p>9.3. First aid Facilities</p>	<p>9.3.1. The Service Provider shall provide for its resources with free first-aid facilities and treatment at the premises and shall, for this purpose, keep a properly equipped first aid kit at the premises.</p>

10. Corrupt and Fraudulent Practices

<p>10.1. Corrupt & Fraudulent Practices</p>	<p>10.1.1. The Client requires compliance with its policy regarding corrupt and fraudulent practices. In pursuit of this policy, the Client follows, inter alia, the instructions contained in Rule 2(1)(f) of PPR 2004 which defines:</p> <ol style="list-style-type: none"> i. "<i>corrupt and fraudulent practices</i>" in respect of procurement process, shall be either one or any combination of the practices including, - ii. "<i>coercive practices</i>" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; iii. "<i>collusive practices</i>" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
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	<p>iv. “<i>corrupt practices</i>” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>v. “<i>fraudulent practices</i>” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and</p> <p>vi. “<i>obstructive practices</i>” which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”</p>												
<p>10.2. Mechanism Blacklisting and cross-debarring</p>	<p>10.2.1. The client will terminate the contract if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for the contract in question;</p> <p>10.2.2. The client will sanction a Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a client’s contract if at any time it determines that the service provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive and obstructive practices in competing for, or in executing Client’s contract; and</p> <p>10.2.3. Under Rule 19 of PPR-2004, “The Client can inter alia blacklist Service Provider found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.</p> <table border="1" data-bbox="491 1010 1402 1585"> <thead> <tr> <th data-bbox="491 1010 748 1115">NATURE OF OFFENSE / FAULT</th> <th data-bbox="748 1010 1402 1115">MEANS OF VERIFICATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 1115 748 1193">Corruption</td> <td data-bbox="748 1115 1402 1193">Actual instance verifiable as per law of land and applicable rules and regulations of NIBAFP</td> </tr> <tr> <td data-bbox="491 1193 748 1294">Deviation from commitment</td> <td data-bbox="748 1193 1402 1294">If the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.</td> </tr> <tr> <td data-bbox="491 1294 748 1395">Fraud</td> <td data-bbox="748 1294 1402 1395">Cross verification of documentary undertakings submitted by Contractor/ Bidder/Consultant/Supplier</td> </tr> <tr> <td data-bbox="491 1395 748 1473">Collusion</td> <td data-bbox="748 1395 1402 1473">Results of Bid/Proposal analysis resulting in substantive evidence of collusion</td> </tr> <tr> <td data-bbox="491 1473 748 1585">Performance Deficiencies</td> <td data-bbox="748 1473 1402 1585">Documented evidence in form of performance deficiencies not suitably responded or defended by Contractor/ Bidder/ Supplier/ Consultant</td> </tr> </tbody> </table> <p>However, such barring action shall be undertaken only after Service Provider who is to be barred and blacklisted shall be accorded adequate opportunity of being heard. Decision of the Blacklisting Committee of Client will be final and conclusive.</p>	NATURE OF OFFENSE / FAULT	MEANS OF VERIFICATION	Corruption	Actual instance verifiable as per law of land and applicable rules and regulations of NIBAFP	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
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<p>10.3. Beneficial Ownership information</p>	<p>Beneficial Ownership information</p> <p>For Services/works worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall:</p> <p>i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004,</p> <p>ii. Reject the bid of the said company.</p>												



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

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.1(d)	The Client is <i>NIBAF Pakistan</i> .
1.1.1(k)	The Service Provider is [<i>insert name</i>]
1.1.1(e)	The Title & Reference of the procurement is; <i>Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad</i> <i>Reference No: ITB No. NIBAFP/ENGG/375903/26</i>
1.5	The addresses are: Client: NIBAF Pakistan Pitras Bukhari Road, Sector H-8/1, Islamabad
1.6	The Authorized Representatives will be nominated in the Work order.
3.12	The most advantageous Bidder shall furnish a Performance Guarantee equal to 5% of the total contract amount in the shape of Pay Order/Demand Draft/ Deposit at Call or Bank Guarantee issued by a scheduled bank in Pakistan. The Performance Guarantee shall be forfeited if Service Provider fails to perform the services under the Contract.
6.5	Payment shall be made in Pak Rupees.



8.1.2	Place of arbitration shall be Karachi, Pakistan. The courts of Karachi shall have exclusive jurisdiction.
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STANDARD FORMS

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



SECTION VIII-
Contract for Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad

This Contract _____ is made at the _____ day of the month of _____ 202__.

BETWEEN

National Institute of Banking and Finance Pakistan, having its office located at Pitras Bukhari Road, Sector H-8/1, Islamabad represented by the Chief Executive Officer (hereinafter referred as “**Client**”) (which expression, wherever the context so required, shall include its heirs, executors, assigns, and administrators as the case may be). of the First Part.

AND

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

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

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

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

NOW THEREFORE the parties hereto agree as follows:

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

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



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

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

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

For and on behalf of NIBAF Pakistan _____

[Authorized Representative] (Name, Designation and signature)

Witness-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____

For and on behalf of _____

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

Witnesses-1:

Signed by: _____

CNIC # : _____

Witness-2:

Signed by: _____

CNIC #: _____



(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]



FORM OF PERFORMANCE GUARANTEE
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to NIBAF Pakistan)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____
Name of Principal (Service Provider) with
address: _____
Penal Sum of Guarantee (express in words and
figures) _____
Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Service Provider shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by NIBAFP, 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 NIBAFP without delay upon the NIBAFP's first written demand without cavil or arguments and without requiring NIBAFP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NIBAFP'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 NIBAFP's designated NIBAFP and Account Number.

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

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



Confidentiality and Non-Disclosure Agreement

Effective Date: _____
Non-Disclosure Agreement

THIS AGREEMENT made on _____ between NIBAFP, having its registered office -----
- hereinafter referred to as the **DISCLOSING PARTY**

-and-

The Joint Director Administration a company having its registered office at _____, hereinafter referred to as the **RECEIVING PARTY** the (hereinafter together referred to as "the parties")

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

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

1. Purpose of this Non-Disclosure Agreement

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

Confidentiality and Acknowledgement

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

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

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

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

Further, the Receiving party agrees:

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

2. Term of agreement



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

3. Remedies

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

4. Applicable laws

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

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

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



Discharge Certificate

Date: _____

ITB No: ITB No. NIBAFP/ENGG/375903/26
Title: Continuous and Uninterrupted Management Services of Centrifugal Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan, Islamabad

Dear Sir,

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

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

Seal & Signature of Service Provider: _____
Date: _____





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

**Continuous and Uninterrupted Management Services of Centrifugal
Type Chillers and Allied Equipment of HVAC Plant at NIBAF Pakistan,
Islamabad**

BIDDING AND CONTRACT DOCUMENTS

VOLUME-II

FINANCIAL BID

February 26

Section V- Form for Financial Bid

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

To:

Joint Director Administration,
NIBAF Pakistan,
Pitras Bukhari Road, Sector H-8/1, Islamabad

Dear Sir:

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

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

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

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

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

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



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

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

Sr. No.	Description	Fee per Month inclusive of all taxes (Rs.)	Annual Amount (Rs.)
1	Supervisory Services in AC Plant Room from 08:00AM to 6:00PM and during the maintenance activities, 365 Days (as described in Specific Services Data Schedule C to BID Volume-I)		
2	Technical Services for Round the clock 24/7 management of Chillers / Hot Water Generators/Hot water Boilers and other equipment in at AC Plant Room (as described in Specific Services Data Schedule C to BID		
3	Technical services for Round the clock 24/7 Building electrical maintenance (as described in Specific Services Data Schedule C to BID Volume-I)		
4	Technical Assistance services Round the clock 24/7 (as described in Specific Services Data Schedule C to BID Volume-I)		
Total Fee for One Year (Rs) =			

Rupees (in words): _____

_____ **only**

Note:

1. All duties, taxes, liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
2. Bid shall be compliant with all the prevailing & applicable laws of Pakistan and any of the Provinces of Pakistan necessary for execution of these services.
3. Participating bidders are required to ensure compliance with relevant laws, therefore, NIBAFP may ask any or all of the bidders whose financial bid will be opened for detailed breakup of financial bid.

