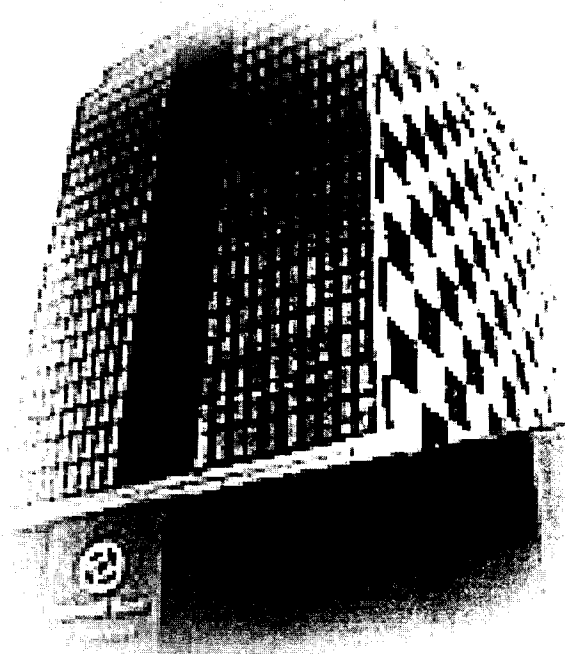


BIDDING DOCUMENT

FOR

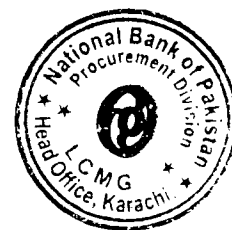
PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICES



NBP

National Bank of Pakistan

نیشنل بینک آف پاکستان



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1. Introduction

National Bank of Pakistan (hereinafter called 'NBP') is one of the largest commercial banks operating in Pakistan, NBP's services are available to individuals, corporate entities and government, while it continues to act as trustee of public funds and as the agent of the Statement Bank of Pakistan (in places where SBP does not have its presence).

NBP has diversified its business portfolio and is today a leading player in the debt equity market, corporate investment banking, retail and consumer banking, agricultural financing, treasury services and is showing growing, interest in promoting and developing the country's small and medium enterprises and at the same time fulfilling its social responsibilities as a corporate citizen, Procuring the right product/service carries supreme importance for NBP; therefore, the primary aim of any procurement and selection procedure is to ensure a transparency and fairness in process that can select the right vendor on the basis of merit and relevance experience.

2. Invitation to Bid

National Bank of Pakistan (NBP) is one of the largest commercial banks operating in Pakistan. NBP's services are available to individuals, corporate entities and government, while it continues to act as a trustee of public funds and as the agent to the State Bank of Pakistan (in places where SBP does not have its presence). NBP invites the companies (hereinafter called 'Bidders'), having required experience and qualification in the field of providing Fire Fighting & Safety Services (hereinafter called as 'Services') to submit Bids appended in this document. The Service Provider would entail providing qualified Fire Fighters (Fire Officers, Fire Supervisors & Fire Guards etc.) (hereinafter referred to as "Resources") as required by NBP at Head Office Building, I.I. Chundrigar Road, Karachi.

Bidding will be conducted in accordance with Rule 36(b) (Single Stage Two Envelopes Procedure) of Public Procurement Rules 2004.

Bidding documents, containing detailed terms and conditions, etc. are available at the address given below. Price of the Bidding document is Rs: 1,500/- (Non-refundable) as pay order in favor of "National Bank of Pakistan". downloaded from nbp.com.pk

The bid, prepared in accordance with the instructions in the Bidding documents, must reach at Divisional Head, Procurement (at the address given below) on or before 03:00 PM, **May 03, 2023**. Bids will be opened on the same day at 03:30 PM. This advertisement is also available on PPRA website at www.ppra.org.pk.

Divisional Head (Procurement), Procurement Division
Logistics Support Group, National Bank of Pakistan,
Head Office, I. I. Chundrigar Road, Karachi.
Tel: 021-99220331/021-38902435

3. Instructions to the Bidders

Note: (These Instructions to the Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.)

A. GENERAL

IB.1 Scope of Services

- 1.1 NBP invites eligible companies operating in Pakistan, having required experience and qualification in the field of providing Fire Fighting & Safety Services, to submit Bid as per Eligibility Criteria laid down in this document. Fire Fighting & Safety Services would entail providing qualified Fire Fighters (Fire Officer, Fire Supervisors & Fire Guards etc.) (hereinafter referred to as "Resources") as required by NBP at its Head Office Building, I.I. Chundrigar Road, Karachi for 24/7, to take immediate necessary action in case of fire to prevent its outspread, using all firefighting appliances & arrangements at their disposal.
- 1.2 Successful bidders shall provide Fire Fighting & Safety Services by deploying required resources at NBP Head Office Building, I.I. Chundrigar Road within thirty (30) days of Signing the Agreement (hereinafter interchangeable with 'Contract')
- 1.3 Services shall be required for 3 years (36 months) from the date of execution of Contract.

IB.2 Source of Fund

- 2.1 NBP has available funds towards the cost of Fire Fighting & Safety Services and it is intended that funds will be applied to eligible payments under the Contract for which this Bidding Document is issued.

IB.3 Eligible Bidders

- 3.1 This Invitation to Bid is for those Bidders who fulfill the Eligibility Criteria Sr.5 to provide Fire Fighting & Safety Services at NBP Head Office Building, Karachi.

IB.4 Bidding

- 4.1 Bidders may submit Bid for Fire Fighting & Safety Services as per 'Bid Form' given at Sr. No.11, of the Bidding document. Detail List of Resources required to be deployed is given in the "Bill of Quantity" at Sr.No.4 of the Bidding Document.
- 4.2 Successful Bidders shall be awarded Fire Fighting & Safety Services based on Most Advantageous Bid received/evaluated. As such, payments shall be made by NBP against total Resources deployed.

IB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of its Bid and NBP will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process and/or its cancellation at any stage under Rule 33 of PPRA, 2004.

IB.6 Visit of Premises

- 6.1 The Bidders are advised to visit and inspect Head Office Building Karachi (HOK) and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for Fire Fighting & Safety Services. All costs in this respect shall be at Bidders' own expense.

- 6.2 The Bidders and any of their personnel or agents shall be granted permission by NBP (against prior request) to enter upon HOK for the purpose of such inspection, but only upon the express condition that the Bidders, their personnel and agents, will release and indemnify NBP, its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
- 7.2 The Bidders are expected to carefully examine the contents of Bidding Documents. Failure to comply with the requirements of Bid submission will be at Bidders' own risk. Bids which are not responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Prospective Bidders requiring any clarification(s) in respect of the Bidding Documents may notify NBP in writing at the address of NBP indicated in the Invitation for Bid on or before opening of bid. NBP will respond to any request for clarification which it receives earlier than the time, stated in the Bidding Documents, prior to the deadline for submission of Bids. Copies of NBP's response will be forwarded to all Bidders of the Bidding Documents, including a description of the enquiry but without identifying its source.
- 8.2 Should Bidder object on any ground (including any ambiguity, discrepancy, omission or error to any provision or legal requirements set forth in this Bidding Document, the Bidder must provide written notice to NBP setting specifically the grounds for the objection, however within ten (10) calendar days after Invitation of Bid.
- 8.3 The failure of Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of such objection. Submission of bid in response to this Bidding Document would construe to Bidder's consent on the contents of the Bidding Document including terms and conditions appended therein, thus rendering any subsequent objection as null & void.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of Bid, NBP may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify the Bidding Document by issuing addendum(s).
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders of the Bidding Documents. For confirmation purposes, Prospective Bidders may acknowledge receipt of each addendum in writing to NBP.
- 9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, NBP may extend the deadline for submission of Bids in accordance with Clause IB.22 of the Bidding Document.

IB.10 Pre-Bid Meeting

- 10.1 Pre-Bid Meeting will be held on April 13, 2023 at 11:00 am at the following venue (unless an alternative venue is intimated to Bidders) to clarify issues and to answer any questions on matters



related to the Bidding Documents. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

Committee Room-2
2nd Floor,
National Bank of Pakistan,
Head Office, I.I. Chundrigar Road, Karachi.

- 10.2 The Bidders are requested to submit questions, if any, in writing so as to reach NBP not later than two (02) days before the proposed pre-bid meeting.
- 10.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted to all prospective bidders within five (05) days of Pre-Bid Meeting. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by NBP exclusively through the issue of an Addendum.
- 10.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder

C. PREPARATION & SUBMISSION OF BID

IB.11 Documents Comprising the Bid

- 11.1 the Bidders Shall
- Submit the bid as per 'Bid Form' as given at Sr.No.11 and in conjunction with 'Bill of Quantity' at S.No.4 of the Bidding Documents.
 - Attached Annexure (duly tagged) as per Eligibility Criteria' given in the 'Bid Form'.
 - Attach Bid Security as per Clause IB.18 of the Bidding Documents.
 - Attach written Power of Attorney authoring the signatory of the Bid to act for an on behalf of the Bidder.

IB.12 Sealing and Marking of Bids

- 12.1 The Bidders shall submit their Bid in sealed package in following manner:
- One (01) Original Bid as per 'Bid Form' in seal inner envelop which must be marked as **"ORIGINAL BID FOR FIRE FIGHTING & SAFETY SERVICES"**.
 - One (01) Copy of Bid as per Bid Form' in a sealed inner envelop which must be marked as **"COPY OF BID FOR FIRE FIGHTING & SAFETY SERVICES"**.
 - Both inner envelopes containing two separate envelopes. Each envelop shall contain separately the Financial Bid Proposal and the Technical Proposal.
 - The envelopes shall be marked as **"FINANCIAL BID PROPOSAL"** and **"TECHNICAL PROPOSAL"**. In bold and legible letter to avoid confusion;
 - Both the above inner envelopes must indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" pursuant to Clause IB. 21.
 - Both the above inner envelopes must be put in one sealed package which should be marked as **"BID FOR FIRE FIGHTING & SAFETY SERVICES"**. And addressed to the representative of NBP as per Clause IB.20 of bidding Documents, with a warning not to open before the time and date for Bid Opening as specified in the Bidding Documents. If the package is not sealed and marked as above, NBP will assume no responsibility for the misplacement or premature opening of the Bid.



IB.13 Submission of Bid

- 13.1 Bid shall be submitted under Rule 36(b) (Single Stage Two Envelopes Procedure) of PPRA Rules, in a sealed envelope and in such a manner that the contents are fully enclosed and cannot be known until duly opened.
- 13.2 The Bidders shall submit Bid as per 'Bid Form' (appended at Sr.11 of the Bidding Documents) which must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13.3 The Bidder must provide responses with complete clarity and free from any ambiguity. In case any part of Bid is left blank, unclear, ambiguous, vague, duplicate, and/or contains overwriting/cutting, the Bid shall stand rejected.
- 13.4 No bidder shall be allowed alternation or modification once Bid have been opened. NBP may seek and accept clarifications to the Bid that do not change the substance of the Bid. Any clarification shall be in writing.
- 13.5 NBP Reserves the right, at its sole discretion, to request any bidder for clarification related to any specific section(s) of the submitted Bid. The bidder shall submit such clarification(s) in writing.
- 13.6 Unless stated otherwise in the Bidding Documents, the contract shall be for the whole of the Services, based on the unit rates and/or prices submitted by the Bidders.

IB.14 Eligibility Criteria (Part A) for Bid

- 14.1 The Bidder must fill the Eligibility Criteria as per following requirements:
- Responses against ALL questions MUST be in "YES" or "NO" only (Column-C).
 - For Bidder to be eligible, responses against ALL questions MUST be in affirmative ("YES"), as such, any response in negative ("NO") shall lead to rejection of the Bid.
 - The Bidder must:
 - Provide responses to all questions, however, with complete clarity and free from any ambiguity. In case a question is un-responded, left blank, unclear, ambiguous, vague, or duplicate, the response to such question will be treated as negative "NO".
 - Provide relevant documentary/material evidence to substantiate/corroborate responses as and where required as Annexures, duly signed by an authorized signatory.
 - Bid shall stand rejected in case the Bidder fails to provide any of the above required information related to the Bid.
- 14.2 In case NBP determines that the Bidder has failed to meet one or more of the Eligibility Criteria, NBP may request the Bidder for necessary clarifications/corrections or determine the Bid nonresponsive to the Bidding and reject it.

IB.15 Financial Bid Proposal (Part B) of the Bid

- 15.1 The Bidder MUST provide 'Total Bid Amount' for each category of Resources as well as Aggregate Bid Amount' in a manner that the following are indicated explicitly:
- For Fire Officer
 - 'Bid Amount Per Resource' (C1).
 - 'Total Bid Amount' (D1) i.e. by multiplying 'Quantity of Resources' (1B) with 'Bid Amount Per Resource' (C1).

- b. For Fire Supervisors
 - i. 'Bid Amount Per Resource' (C2).
 - ii. 'Total Bid Amount' (D2) i.e. by multiplying 'Quantity of Resources' (2B) with 'Bid Amount Per Resource' (C2).
 - c. For Fire Guards
 - i. 'Bid Amount Per Resource' (C3).
 - ii. 'Total Bid Amount' (D3) i.e. by multiplying 'Quantity of Resources' (3B) with 'Bid Amount Per Resource' (C3).
 - d. Aggregate Bid Amount is to be calculated by adding 'Total Bid Amount' for all Category of Resources (D1+D2+D3).
- 15.2 'Total Bid Amount' for each category of Resources as well as Aggregate Bid Amount, shall be inclusive of all its liabilities on account of any regularity or non-regularity payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & fidelity Insurance Miscellaneous Charges, or any other expenses/cost borne by the Service Provider.
- 15.3 The Bidders shall fill in rates and prices for all the Services as per format of the Financial Bid Proposal. Services against which no rate or price is entered by a Bidder will not be paid for by NBP when provided and shall be deemed covered by rates and prices for other Services in the Price Schedule.
- 15.4 All duties, taxes and other levies payable by the Bidders under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of Bid shall be included in the rates/prices and the Aggregate Bid Price submitted by the Bidders. Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per relevant Clause(s) of Conditions of Contract.
- 15.5 The rates and prices quoted by the Bidders are subject to adjustment during the performance of the Contract in accordance with relevant clause(s) of Conditions of Contract.
- IB.16 Currency of Bid**
- 16.1 The unit rates and the prices shall be quoted by the Bidders entirely in Pak Rupees (PKR) only.
- IB.17 Bid Validity**
- 17.1 The Bid will remain subject to NBP's acceptance for one hundred and eighty (180) days.
- 17.2 In exceptional circumstances, prior to expiry of the original Bid validity period, NBP may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original Bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A bidder agreeing to the request will not be require or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension.
- IB.18 Bid Security**
- 18.1 It is mandatory for Bidders to furnish **Bid Security** in the shape of Pay Order/Demand Draft in favor of National Bank of Pakistan and issued by a scheduled commercial bank operating in Pakistan, amount of which must be Rs. 100,000/= (Rupees One Hundred Thousand only).

- 18.2 Bid Security submitted other than Pay Order/Demand Draft shall not be accepted, and bid shall be subjected to rejection.
- 18.3 NBP shall not be liable to pay interest/mark-up/cost of funds or any other cost associated to Bid Securities.
- 18.4 Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 (twenty-eight) days after the expiration of the period of Bid Validity.
- 18.5 Bid Security of a Successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee to the satisfaction of NBP and signed the Contract.
- 18.6 The Bid Security may be forfeited:
- if the Bidder withdraws its Bid as provided in Clause IB.22.
 - if the Bidder does not accept the correction of its Bid Price/Amount pursuant to Clause IB 27 of the Bidding Document, or
 - In the case a Successful Bidder fails within the specified time limit to (i) furnish the required Performance Guarantee and / or (ii) sign the Contract.

IB.19 Format and Signing of Bid

- 19.1 The Bid shall be deemed as a legal document and shall form part of the final contract. The Bidder are advised to attach 'Bid Form' (as given at Sr.11 of the Bidding Documents) duly signed from an authorized signatory attesting their competence and the veracity of information provided in their responses. Unsigned responses would be treated as incomplete and may therefore be rejected.
- 19.2 Bidder shall promptly notify NBP of any change in directorship, managerial orders of the Service Provider, address or contact numbers.
- 19.3 Any additional or diverse terms and conditions proposed by Bidder would be rejected unless expressly assented to in writing by NBP.
- 19.4 Bid should be filled out completely and without alterations. In the event of discrepancy between the Original and Copy of two documents, the original shall prevail.
- 19.5 The original and copy of the Bid shall be typed or written in permanent ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidders. All pages of the Bid must be initialed and stamped by the person or persons signing the Bid.
- 19.6 The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by NBP, or as are necessary to correct errors made by the Bidders, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.7 The Bidders shall indicate in the space provided in the 'Bid Form' their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their Bids and the Contract is to be sent.
- 19.8 The Bidders may retain a copy of the Bidding Documents as their file copy.

IB.20 Deadline for submission of Bid

20.1 The Bid, prepared in accordance with the instructions in the Bidding documents, must reach Divisional Head (Procurement), Logistics, Communications & Marketing Group (LCMG), National Bank of Pakistan at the following address on or before 03:00 pm, May 03, 2023.

Divisional Head (Procurement), Procurement Division
Logistics, Communications & Marketing Group (LCMG),
National Bank of Pakistan,
Head Office, I. I. Chundrigar Road, Karachi.
Tel: 021-99220331/021-38902435

20.2 The Bid with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bid from any delivery point other than that specified above. The Bidders shall bear all expenses incurred in the preparation and delivery of Bid. No claims will be entertained for refund of such expenses.

20.3 Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, it shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.

20.4 Upon request, acknowledgment of receipt of Bid will be provided to those making delivery in person or by messenger.

20.5 NBP may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with relevant clause of the Bidding Document, in which case all rights and obligations of NBP and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bid

21.1 Any Bid received by NBP after the deadline for submission of Bid will be returned unopened to such Bidders.

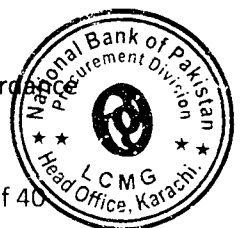
21.2 Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its Bid will be accomplished either in person, by messenger or by mail as specified in the Bidding Documents.

IB.22 Modification, Substitution & Withdrawal of Bids

22.1 Any Bidder may modify, substitute or withdraw its Bid after Bid submission provided that the modification, substitution or written notice of withdrawal is received by NBP prior to the deadline for submission of Bid.

22.2 Modification or substitution of Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.12 with the outer and inner envelopes additionally marked "MODIFICATION" or "SUBSTITUTION".

22.3 No Bid may be modified by Bidder after the deadline for submission of Bids except in accordance with Clause IB.22. Sub clause-22.1.



22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bid and the expiry of the period of Bid validity specified in the Bidding Document may result in forfeiture of the Bid Security.

IB.23 NBP's Right to Reject

23.1 NBP may reject all Bids at any time prior to its acceptance of Bids as per PPRA Rule 33. NBP shall communicate grounds for rejection of all Bids to the Bidder upon request, however NBP shall not justify those grounds as per PPRA Rule 33.

23.2 NBP reserves the right to annul the procurement process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all Bids shall upon request be communicated to any Bidder who submitted a Bid, without justification of grounds. Rejection of all Bids shall be notified to all Bidders promptly.

D. BID OPENING AND EXAMINATION

IB.24 Opening of Bid

24.1 NBP will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Documents. The Bidders' representatives who are present shall sign their attendance.

24.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall be returned to the Bidder unopened.

24.3 The Bidder's name will be announced by NBP at the opening of Bids.

24.4 NBP shall prepare minutes of the Bid opening, including the information disclosed to those present.

24.5 Evaluation Reports will be published on both NBP and PPRA websites. After finalization of the evaluation, the Successful Bidder shall be issued a "Letter of Acceptance".

24.6 NBP shall communicate to those Bidders who have not been qualified the reasons for not qualifying them.

24.7 NBP shall disqualify a bidder at any time if the information submitted by the bidder is found to be false and materially inaccurate or incomplete. NBP may also blacklist a bidder **for ten years from participating** in any procurement process / proceedings in case the bidder is found to be indulged in corrupt or fraudulent practices and/or consistently fail to provide satisfactory performances as per **Rule 19 of Public Procurement Rules**. This barring/blacklisting shall be notified and communicated to Public Procurement Regulatory Authority (PPRA). However before barring an adequate opportunity of hearing shall be given.

IB.25 Clarification of Bids

25.1 Under Rule 31 of Public Procurement Rules. NBP may, at its discretion, ask any Bidder for clarification of its Bid to assist in the examination, evaluation, and comparison of Bids including breakdowns of rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered or permitted except as

required to confirm the correction of arithmetic errors discovered by NBP in the evaluation of the Bids.

IB.26 Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of Bids, NBP will determine whether each Bid is substantially responsive to the requirements of the Bidding Documents.

26.2 A substantially responsive Bid is one which

- a. meets the Eligibility Criteria as appended in 'Bid Form' as given at Sr.11 of the Bidding Documents.
- b. each page of the Bid has been properly signed and stamped.
- c. is accompanied by the required Bid Security.
- d. conforms to all the terms, conditions and requirements of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, NBP's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by NBP, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by NBP for any arithmetic errors. Errors will be corrected by NBP as follows:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of NBP there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

27.2 The amount stated in the 'Bid Form' will be adjusted by NBP in accordance with the above procedure for the correction of errors and with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidders does not accept the corrected Bid Price / Amount, its Bid will be rejected, and the Bid Security shall be forfeited.

E. EVALUATION OF BIDS**IB.28 Evaluation of Bids**

28.1 NBP shall conduct a comprehensive, fair, and impartial evaluation of the Bids received. The bid which fulfills the eligibility criteria S.No.5, qualification criteria S.No.6 and having lowest evaluated cost as per Financial Bid Proposal shall be declared as most advantageous bid.28.2 NBP may reject all Bids at any time prior to the acceptance of a Bid. NBP shall upon request communicate to any Service Provider who submitted a Bid, the grounds for rejection of its Bid, however NBP shall not justify those grounds as per PPRA Rule 33.

28.3 NBP shall conduct a comprehensive, fair, and impartial evaluation of all Bids received, verifying the same with documentary evidences provided by Bidders as required in the Evaluation Criteria.

IB.29 Process to be Confidential

- 29.1 Information relating to the examination, clarification, evaluation and comparison of Bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of evaluation report which shall be done at least ten (15) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising final evaluated prices against all the Bids evaluated.
- 29.2 Any effort by Bidder to influence NBP's processing of Bids or award decisions may result in the rejection of such Bidder's Bid.
- 29.3 Direct or indirect canvassing, impelling, or influencing any representative of NBP for any purpose related to the procurement process is strictly prohibited and shall lead to immediate disqualification of the Bid/Bidder.
- 29.4 Any Bidder feeling aggrieved may lodge a written complaint not later than Seven (07) days after the announcement of the final evaluation report. NBP shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders within ten (10) days after receiving the complaint.

IB.30 Post Qualification of the Bidders

- 30.1 NBP shall determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 30.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidders. A negative determination shall result in disqualification of the Bid, in which event NBP shall proceed to the next Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of Bid validity, NBP will notify successful Bidders in writing that its Bid has been accepted.
- 31.2 Without changing the cost and scope of services, NBP may negotiate with successful Bidders (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.
- 31.3 The notification of award and its acceptance by the Bidders will constitute the formation of the Contract, binding NBP and successful Bidders till signing of the formal Contract.
- 31.4 Upon furnishing by the successful Bidders of a Performance Guarantee, NBP will promptly notify other Bidders that their Bids have been unsuccessful and return their Bid securities.

IB.32 Signing of Contract

- 32.1 Successful Bidders shall provide Letter of Acknowledgement and Integrity Pact within 03 (three) working days of receiving Letter of Acceptance issued by NBP.

- 32.2 NBP will send the successful Bidders the Contract in the form provided in the Bidding Documents, incorporating all agreements between the parties. The formal Contract between NBP and the successful Bidder shall be executed within 07 (Seven) days of the acknowledgement of the LOA by the successful Bidders.
- 32.3 The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 20 (Twenty) days of the Signing of Contract or such other reasonable time as may be allowed by NBP in its sole unfettered discretion without being bound to do so, keeping in view the factors causing delay in the submission of Performance Guarantee. Failure of the successful bidder to submit the performance guarantee within the original /extended time-period shall make the contract voidable at the option of NBP and in such an event, the contract may be awarded to the next lowest Bidder. The successful bidder agrees not to contest the decision and actions of NBP taken in regard of allowing extension, acceptance performance guarantee and/or award of contract to the second lowest bidder.
- 32.4 It is the responsibility of Service Provider to timely execute contract and payment of Government Stamp Duty and registration charges (if any applicable) as per law of land.

IB.33 General Performance of the Bidders

- 33.1 NBP reserves the right to obtain information regarding performance of the Bidders on their previously awarded contracts. NBP may in case of consistent poor performance of any Bidders as reported by Service Users / Customers of the previously awarded contracts, inter alia, reject its Bid.

IB.34 Integrity Pact

- 34.1 Successful Bidders shall sign and stamp the Integrity Pact provided in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million and submit according to clause IB.32.1. Failure to provide such Integrity Pact shall make such Bids non-responsive.

IB.35 Instructions not Part of Contract

- 35.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their Bids, which may not necessarily constitute part of the Bid or the Contract.

IB-36 Modifications of Bidding Document

- 36.1 NBP may modify the Bidding Document prior to the submission deadline, by issuing Corrigendum, which will be posted on NBP website.
- 36.2 NBP will make reasonable efforts to notify Bidders of modifications to the Bidding Document in a timely manner.
- 36.3 Notwithstanding this provision, the Bidder is responsible for ensuring that its Bid reflects any and all addenda issued by NBP prior to the Submission Deadline, regardless of when the Bid is submitted.

IB-37 Sub-Contracting

- 37.1 During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, company, organization etc. and shall exclusively perform the said Services itself.

4. Bill of Quantity

Requirement of Fire Fighting & Safety Services for NBP Head Office Building, Karachi are as follows:

Fire Officer	Fire Supervisor	Fire Guards	TOTAL RESOURCE
01	03	06	10

5. Eligibility Criteria

Instructions:

- Responses against ALL questions MUST be in "YES" or "NO" only (Column-C).
- Responses against ALL questions MUST be in affirmative ("YES") for Bidders to qualify for the next stage of procurement process, as such, any response in negative ("NO") shall lead to disqualification of the Bidder/Bid.
- All documents/documentary evidences (as required) MUST be attached with the Bid.

Eligibility Criteria			
(A)	(B)	(C)	(D)
Sr.	Questions	Response "Yes" or "No"	Annexure
1	Is the Service Provider incorporated as "Private/Public Limited" with Security Exchange Commission of Pakistan (SECP); Partnership Firm with the concerned Registrar of Firm; Sole Proprietor should confirm whether the sole Proprietorship name is registered in his name (please attach attested copy of relevant document)		Attached at Annex.A
2	Is the Service Provider established in Pakistan at-least for last Five (05) years (please attach relevant attested documentary evidence)		Attached at Annex.B
3	Is the Service Provider registered with Federal Board of Revenue and concerned Provincial Revenue Board(s)? (please attach attested copy of NTN & Sales Tax Certificates with Active Taxpayer List (ATL) confirmation and last 3 years Tax Returns i.e.2022, 2021 & 2020)		Attached at Annex.C
4	Is the Service Provider registered with EOBI and relevant Social Security Institution(s)? (please attach attested copies of Registration Certificates).		Attached at Annex.D
5	The Service Provider confirms that it has never been involved in any criminal/unlawful activities nor has been blacklisted by any entity/organization (please provide confirmation/declaration on a Stamp Paper Affidavit of Rs.100/-).		Attached at Annex.E
6	Does the Service Provider have Total Turnover of Rs.20 Million during last (03) three years 2022, 2021 & 2020? (please attach copy of Annual Audited Financial Statement or attested Bank Certificate mentioning Turnover amount for relevant period).		Attached at Annex.F
7	Is the Service Provider enlisted with National Fire Protection Association (NFPA) and have valid Membership Certificate in the name of Service Provider for last 3 years (please attach relevant attested document)		Attached at Annex.G
8	Is the Service Provider rendering Fire Safety Services as an active client at 2x Government Organizations / Financial Institutions / Other entities		Attached at Annex.H

	(MNC/PSE/Private Ltd. Co.), having multistoried Building with at least 20 x qualified Fire Fighters during last 3 years. (Please provide Clients Name, Contact Details along with attested copies of relevant documentary evidence such as Signed Contracts/Service Level Agreements/Service Certificate)		
9	Does the Service Provider have a strength of at least 20 (Twenty) qualified Fire Fighters/Supervisors on its payroll? (please provide the list on Affidavit, Stamp Paper of Rs.100/-, duly signed and stamped by Service Provider's CEO/MD, mentioning relevant details i.e. Names, CNIC numbers, Age/DOB, Qualification, Designation & Length of service with the Service Provider).		Attached at Annx.I
10	Is the Service Provider fully understands that 'Total Bid Amount' for each category of Resources as well as 'Aggregate Bid Amount' shall be inclusive of all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & Fidelity Insurance, Miscellaneous Charges, Training or any other expense/cost borne by the Service Provider (please provide undertaking on Service Provider's letter head duly signed by CEO/MD)		Attached at Annx.J
11	Does the Service Provider have action plans/Check of List in case of any fire incident (please attach relevant documentary evidence duly attested by CEO/MD)		Attached at Annx-K
12	Does the Service Provider have valid Insurance coverage facility for its employees from a reputable Insurance Company(ies)? (please attach copy(ies) of relevant documents).		Attached at Annx.L
13	The Service Provider fully understands that any new, increase, decrease in regulatory payments (Taxes, Duties, Minimum Wages, EOBI, Social Security, Insurance, etc.) levied or promulgated by the Government during the bidding process may accordingly be adjusted in the Bid Price, however, at the sole discretion of NBP Management, provided that such payment/amount has direct bearing/impact on the amount of Financial Bid submitted by the Service Provider. (please provide undertaking on Service Provider's Letter Head duly signed & by CEO/MD)		Attached at Annx.M
14	Does the Service Provider undertake that in case any information/document submitted is found false/forged, the Service Provider shall be disqualified from the procurement process at any stage? (please attach an undertaking on Stamp Paper of Rs. 100/-)		Attached at Annx.N

6. Qualification Criteria

Instructions:

- Only ONE relevant response (✓) against each Question MUST be provided in Colum-C.
- Colum-E must be MUST be left blank for sole use of NBP.
- Score of "0" (zero) shall be awarded against a response to any question if it is un-responded, left blank, unclear, ambiguous, vague, and/or is in duplicate.
- All documents/documentary evidence (as required) MUST be attached with the Bid, otherwise a score of '0' (zero) shall be allotted as Score Obtained against relevant Questions.
- A minimum Score of 15 out of 25 MUST be obtained in each Section A & Section-B in order to qualify for the next stage of procurement process.

Section-A: SERVICE PROVIDER's EVALUATION (Total Marks 25)

Qualification Criteria				
(A)	(B)	(C)	(D)	(E)
1	Is the Service Provider incorporated as (please attached relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Public/Private Limited		5	
	Partnership		4	
	Sole Proprietor		3	
2	Number of years that the company is established in Pakistan? (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Above Seven Years		5	
	More than 5 years upto 7 years		4	
	At least 5 Years		3	
3	Number of active clients rendering Fire Safety Services during last 3 years. (Please provide their Name, Contact Details along with attested copies of Signed Contracts/Service Level Agreements/Service Certificate)	Tick One	Allocated Score	Score Obtained
	More than 03 Govt. Organization / Financial Institution / Other (MNC / PSE / Pvt Ltd. Co.)		5	
	03 Govt. Organization / Financial Institution / Other (MNC / PSE / Pvt Ltd. Co.)		4	
	At least 02 Govt. Organization /Financial Institution / Other (MNC/PSE/Pvt Ltd. Co.)		3	
4	Total Turnover of the Service Provider during last 3 years i.e.2022, 2021 & 2020? (please attach copy of Audited Financial Statement or attested Bank Certificate or attested Income Tax Returns for relevant period)	Tick One	Allocated Score	Score Obtained
	More than PKR 30 Mn		5	
	More than PKR 25 Mn up to PKR 30 Mn		4	
	More than PKR 20 Mn up to PKR 25 Mn		3	
5	Service Provider have Number of qualified Fire Fighters/Supervisors on its payroll? (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	More than 40		5	
	More than 30 upto 40		4	
	20 upto 30		3	
TOTAL SCORE (1 + 2 + 3 + 4 + 5)			25	



Section-B: FIRE STAFF EVALUATION (Total Marks 25)

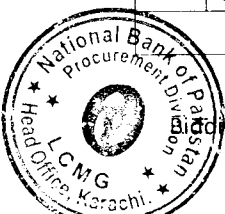
Qualification Criteria				
(A)	(B)	(C)	(D)	(E)
A	FIRE OFFICER (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Graduate		5	
	Intermediate		4	
	Metric		3	
B	Sub-Fire Officer Course (SFO)/Fire Prevention Officer Course (FPOC) with working experience (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Above 5 Years		5	
	More than 3 upto 5 Years		4	
	At least 3 years		3	
C	FIRE SUPERVISOR (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Intermediate		3	
	Metric		2	
D	Leading Fire Man Course with working Experience (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	More than 4 years		5	
	More than 3 upto 4 years		3	
	At least 2 years		2	
E	Fire Guards (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	Intermediate		3	
	Metric		2	
F	Fire Man Course with working Experience (please attach relevant documentary evidence)	Tick One	Allocated Score	Score Obtained
	More than 2 years		4	
	At least 2 years		3	
TOTAL (A+B+C+D+E+F)			25	

TOTAL SCORE

This Section is for the sole use of NBP.

Bidders MUST obtain Scores appended in Colum-D below (Minimum Score Required) to qualify for the next stage of procurement process.

OVERALL SCORE				
(A)	(B)	(C)	(D)	(E)
	Section	Maximum Score	Minimum Score Required	Score Obtained
1	Score of Section A (Service Provider Evaluation)	25	15	
2	Score of Section B (Fire Staff Evaluation)	25	15	
TOTAL SCORE		50	30	



7. Conditions of Contract

A. General Conditions

CC.1 Award of Contract

- 1.1 National Bank of Pakistan (herein after called NBP or the Bank) will award the Contract to the Bidders whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the Most Advantageous Bid (hereinafter called 'Service Provider'), provided that such Bidders has been determined to be eligible in accordance with relevant provisions of the Bidding Documents.
- 1.2 Contract will be awarded in accordance with the reserved right to accept the most advantageous bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability whatsoever, or any obligation to inform the affected Bidder of the grounds for NBP's actions/decisions. The contract shall be governed and interpreted in accordance with relevant laws and by the Courts in Pakistan.
- 1.3 At the time the Contract is awarded, NBP reserves the right to increase the duration of Services upto 15% as per Rules 42 (c) (iv) of Public Procurement Rules, without any change in the unit prices or other terms and conditions of the contract and the Bidding Document.
- 1.4 After signing of the contract and submission of Performance Guarantee to NBP, the Service Provider shall deploy resources required as per NBP's requirement within 30 days of signing the contract.
- 1.5 The Service Provider shall raise monthly invoice to NBP against services provided (as per approved deployment of resources) in the first week of following month. The Service Provider shall provide NBP with documentary evidence for such deployment along with the invoice. No advance amount will be paid to Service Provider.
- 1.6 Any new, increase, decrease in regulatory payments (Taxes, Duties, Minimum Wages, EOBI, Social Security, Insurance, etc.) levied or promulgated by the Government during the currency of the contract may accordingly be adjusted by NBP vide payments made to Service Provider, however, at the sole discretion of NBP Management, provided that such payment/amount is justifiable and has direct bearing/impact on the services provided by Service Provider.

CC.2 Administrative Control

- 2.1 The Service Provider shall maintain supervisory & administrative control over its work force in order to control the activities of their provided staff/employees.
- 2.2 In case resources deployed by the Service Provider are found performing any activity other than the Fire Services, such performance of duty/act shall be considered as violation of this Agreement.

CC.3 Relationship Between Parties

- 3.1 The relationship between the Parties is one of independent entities and nothing contained in the Agreement shall be construed as constituting or establishing any partnership or joint venture or conflict of interest or relationship of principal and agent between the Parties.
- 3.2 Service Provider's workforce/deployed resources, personnel, staff, employees and/or agents deputed at the Bank in pursuance of the objects of this Agreement shall not hold themselves out to be personnel, staff, employee and/or agent of the Bank and/or any of Bank's subsidiaries or affiliates, nor shall they have any authority/right to bind in any manner.

- 3.3 Service Provider will have no authority to make statements, representations or commitments of any kind or take any other action binding NBP, except as specifically provided in the Agreement.
- 3.4 Service Provider shall restrict itself towards the scope of services as mentioned herein and will control and supervise its deployed resources. Service Provider or their resources are not authorized to perform any act beyond the scope of this Agreement and in case Service Provider or its employees are found involved in performance of any activities which are beyond the scope of the Agreement, the bank shall take no responsibility of any nature whatsoever.

CC.4 Governing Law

- 4.1 This Agreement shall be governed by laws of the Islamic Republic of Pakistan, included but not limited to government directives, court judgments, regulatory bodies, guidelines of the Bank management as well as the State Bank of Pakistan issued from time to time together with the Public Procurement Rules, 2004 / in vogue.
- 4.2 In case of failure to resolve the dispute the matter may be referred to the courts of competent jurisdiction of Karachi.

CC.5 Rights & Responsibilities

- 5.1 The mutual rights and obligations of the Parties in respect of provision of services herein are as follows:
- The Bank shall make payments to the Service Provider in accordance with the provisions of this Agreement and after deduction of all the applicable taxes required under the relevant laws at the time of payment and holding retention money.
 - The Service Provider shall provide the said services hereunder in an efficient, competent and organized manner and will ensure that its deployed resources/employees deployed at the Bank for the pursuance of the objects of this Agreement, shall provide and maintain a high standard of performance and integrity. For avoidance of doubt, it is clarified that any and all such person deployed by the Service Provider at the bank shall directly be employed by the Service Provider and at all times shall be considered to be the employees of the service provider
 - The Service Provider shall at his cost and in its absolute discretion employ such person or persons as the Service Provider which deem fit to perform its contractual obligations under this Agreement.
 - The Service Provider shall maintain attendance record of all its employees engaged for provision of said Services under this agreement and present the same as and when required by the Bank or auditors.

CC.6 Sanction Compliance Check

- 6.1 In the light of Anti Money Laundering and Combating Terrorist Financing, Service provider shall share the detail of its owners, management and its work force before deployment for name screening/filtering process in compliance of security procedures of the Bank.

CC.7 Performance Guarantee

- 7.1 Service Provider shall be required to submit **PERFORMANCE GUARANTEE** for which the Bid has been accepted, equivalent to Five Percent (05%) of the Gross Payments to be made over the contract period.
- 7.2 The successful Bidder shall furnish Performance Guarantee (acceptable to NBP under Conditions of Contract) within 20 (Twenty) days of the Signing of Contract or such other reasonable time as

may be allowed by NBP in its sole unfettered discretion without being bound to do so, keeping in view the factors causing delay in the submission of Performance Guarantee. Failure of the successful bidder to submit the performance guarantee within the original /extended time-period shall make the contract voidable at the option of NBP and in such an event, the contract may be awarded to the next lowest Bidder. The successful bidder agrees not to contest the decision and actions of NBP taken in regard of allowing extension, acceptance performance guarantee and/or award of contract to the second lowest bidder.

- 7.3 Formula for calculating Performance Guarantee is as follows:
(Aggregate Bid Amount) x (Contract Period) x (% of Performance Guarantee)
 For example:

Step 1:

PKR 100,000 (Aggregate Bid Amount) x 36 (Contract Period) PKR 3,600,000

Step 2:

PKR 3,600,000 x 05% (Guarantee Rate) PKR.180,000/=

- 7.4 Performance Guarantee shall be in the form of a "Bank Guarantee" only from a reputable 'A' rated Commercial Bank operating in Pakistan.
- 7.5 Failure of the Successful Bidders to comply with the requirements of Sub-Clause 7.2 of Clause CC.7, IB.32, IB.34, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 7.6 In case of non-submission of Performance Guarantee within 20 (Days) days from signing of contract, the contract may be awarded to the next lowest Bidder.
- 7.7 Performance Guarantee shall only be in Pakistan Rupees (PKR).
- 7.8 Discharge of the Performance Guarantee shall take place within ninety (90) days after the completion of the contract.
- 7.9 If the contract is extended for further period after completion of the 3 years, the appropriate Performance Guarantee shall have to be given for that extended period.
- 7.10 No interest/mark-up/cost of funds will be payable by NBP on Performance Guarantee.

CC.8 Blacklisting

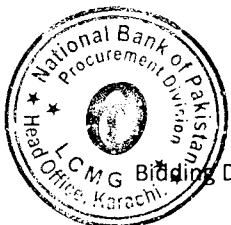
- 8.1 Under Rule 19 of PPR-2004, "The Bank reserves the right to blacklist Service Provider if he fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise or is found to be indulging in corrupt or fraudulent practices. Such barring action will be duly publicized and communicated to the PPRA.
- 8.2 Under Rule 19 of PPR-2004, following mechanism for debarment, from participating in procurement proceedings will be followed:

Mechanism of Blacklisting	a	NBP shall Blacklist and henceforth debar for participation in any public procurement or disposal proceedings for the period of ten years, if corrupt and fraudulent practice as defined in Public Procurement rules 2004 is established against the Bidder or the Bidders in pursuance of blacklisting proceedings; NBP shall issue show cause notice to Bidder or contractor to start the proceedings.
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b	NBP shall Blacklist and henceforth debar for participation in respective category of public procurement or disposal proceedings for a period of three years, if the Bidder fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise. However, NBP shall initiate such blacklisting or debarment proceedings after exhausting the forum of arbitration. NBP shall issue show cause notice to Bidder or contractor to start the proceedings.
c	The show cause notice shall contain: (a) precise allegation, against the Bidder or contractor; (b) the maximum period for which NBP proposes to debar the Bidder or contractor from participating in any public procurement of NBP; and (c) the statement, if needed, about the intention of NBP to make a request to the Authority for debarring the Bidder or contractor from participating in public procurements of all the procuring agencies.
d	NBP shall give minimum of seven days to the Bidder or contractor for submission of written reply of the show cause notice.
e	In case, the Bidder or contractor fails to submit written reply within the requisite time, NBP may issue notice for personal hearing to the Bidder or contractor/authorize representative of the Bidder or contractor and NBP shall decide the matter on the basis of available record and personal hearing, if availed.
F	In case the Bidder or contractor submits written reply of the show cause notice, NBP may decide to file the matter or direct issuance of a notice to the Bidder or contractor for personal hearing.
g	NBP shall give minimum of seven days to the Bidder or contractor for appearance before the specified officer of NBP for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the Bidder or contractor, if availed.
h	NBP shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
I	Blacklist the Service Provider with NBP and also inform the Public Procurement Regulatory Authority for further action according to Rule 19 of Public Procurement Rules 2004.

CC.9 Arbitration

- 9.1 The parties shall mutually resolve any dispute arising out of and in connection with the Contract within a period of 15 days. If mutual resolution of the dispute is not possible, the dispute may be referred by either party to arbitration under the Arbitration Act 1940.
- 9.2 Any dispute, arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the laws of the Islamic Republic of Pakistan.
- 9.3 The terms of the arbitration shall be as follows:
- The number of arbitrators shall be 03 i.e. 01 to be appointed by each party, and 01 to be appointed by the two arbitrators duly appointed by the parties.
 - The seat or legal place of arbitration shall be Karachi
 - The language used in the arbitral proceedings shall be English.



CC.10 Signing of Contract

10.1 The Contract shall be signed by Chief Security Officer (CSO) of NBP on one side, and CEO/MD of Service Provider or the other duly authorized person on the other

CC.11 Termination of Contract (with or without cause)

11.1 The Chief Security Officer (CSO) with the approval of the competent authority at NBP shall be entitled to immediately suspend or terminate the Contract if:

- a. Service Provider fails to meet the obligations given in contract, consistently fails to deliver satisfactory services, or there is a demonstrable deterioration in the ability of the service provider to perform the contracted service.
- b. Service Provider materially or consistently breaches the contract and does not rectify the breach within a reasonable time.
- c. Service Provider suffers (or is likely to suffer) an insolvency, liquidation, any such event or, undergoes a change in its management, ownership or control.
- d. Service provider goes into receivership or judicial management whether in country or elsewhere.
- e. Service Provider or its employees are found to be involved in any illegal, criminal, or unlawful activity.
- f. There has been a breach of security or confidentiality, or breach of any relevant legal requirement and/or regulatory directive.
- g. Where regulatory instructions require termination of Contract.

CC.12 Exit Formalities

12.1 Upon the expiry of contract or termination of this Agreement for whatsoever cause, deployed resources/employees of the Service Provider shall leave the premises and remove all or any material equipment etc., which belongs to the Service Provider but with the prior written approval of the Bank.

12.2 Any Bank official is not authorized to issue service certificate or receive or entertain request for any resignation from the representatives/workforce/staff of the Service Provider.

12.3 The Service Provider is sole responsible for exit formalities of their outgoing deployed resource as per their terms of employment with the Service Provider.

CC.13 Notices

13.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.

13.2 Either party shall notify the other to the other party hereto regarding change in its name, addressee or address for the purposes of the above sub-clause, provided that such notification shall only be effective on:

- a. the date specified in the notifications i.e. the effective date for the change;
- b. if no date is specified or the date specified is less than 5 working days after the date on which the notice is given, the date falling five working days after notice of any such change has been given.

CC.14 Compliance with Anti-Bribery Laws

14.1 Parties shall at all times comply with all applicable laws of Pakistan including but not limited to anti-bribery and anti-corruption laws and shall not, in the conduct of its business, engage in

corrupt practices, and shall neither offer, pay, request or accept a bribes nor indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

CC.15 Non-Assignment

15.1 During the tenure of this agreement, the Service Provider shall not sub-contract or outsource all or any part of the Services to any other person, entity, firm, Service Provider, organization etc. and shall exclusively perform the said Services itself.

CC.16 Severability

16.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

CC.17 Amendments and Modification

17.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by a duly authorized representative of the Parties.

CC.18 Counterparts

18.1 This Agreement may be executed in two (02) counterparts and a copy to be held by each Party. This has the same effect as if the signatures or the counterparts were on a single copy of this Agreement.

CC.19 Third Party Rights

19.1 The Service Provider shall not assign the benefit or burden of this Agreement to any other person, firm, Service Provider or entity which include sub-contract any of its duties, responsibilities or obligations hereunder

B. Specific Conditions**CC.20 General Warranties and Obligations**

20.1 Service Provider shall provide requisite approvals, powers and authority to enter into a Contract with NBP, and also to perform and provide services to NBP as enshrined in the Bidding Document/Contract.

20.2 Service Provider shall be responsible for Total and Complete safety of the Premises (Land and/or Building) as entrusted by NBP.

20.3 Service Provider shall provide Verification/Character Certificate of its Resources from Police Station of the area and will be held entirely responsible for the character and conduct of Resources deployed at NBP.

20.4 Service Provider shall provide services with reasonable care and skill as per satisfaction of NBP, its management.

20.5 Service Provider shall deploy competent, qualified Resources to carry out the services as required by NBP.

- 20.6 Service Provider shall provide services using all reasonable skill, care and diligence in accordance with good industry practices and shall ensure its Resources have the skills and expertise required to perform / conduct their duties and provide service as per standards and timings required under the contract.
- 20.7 Service Provider shall replace immediately and without any delay such Resources that are found to be unfit / unsuitable for the job / services, as and when requested by NBP.
- 20.8 Service Provider shall comply with and adhere to rules and regulations related to Fire Safety, either enforced by NBP or NFPA.
- 20.9 Service Provider shall promptly notify NBP of any change in directorship or other managerial orders of the Service Provider or address and contact numbers of the firm.
- 20.10 Service Provider shall never act in a way which is prejudicial to NBP's interests or business.

CC.21 Deployment of Resources

- 21.1 Deployment of Resources shall be for NBP Head Office Building, Karachi.
- 21.2 Any delay in deployment of resources (as per NBP's requirements) over the stipulated period of 30 days of signing the contract, will attract a penalty of five percent (5%) of the total monthly contract payment on daily basis, subject to maximum of the monthly contract payment. NBP reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by NBP to Service Provider, with this NBP also reserves the right to blacklist Service Provider and award the contract to the second or next lowest Bidder.
- 21.3 Service Provider will ensure provide services 24/7 round the clock on 8 hours shift basis detail as under:

a). Fire Officer	0800 hours to 1700 hours
b). Fire Team Composition (1x Fire Supervisor) (2x Fire Guards)	0700 hours to 1500 hours (Shift-A) 1500 hours to 2300 hours (Shift-B) 2300 hours to 0700 hours (Shift-C)

- The Service Provider will not make any permanent changes in firefighting team without prior approval of Chief Security Office.
 - To ensure replacement of temporary absentee with experienced firefighter.
- 21.4 Resources deployed at NBP shall not be less than 25 years or beyond the age of 55 years, and only those who are physically and mentally fit, don't have known medical impediments, and are adequately motivated towards professional disposition towards carrying out their duties. Further, resources should have ability to read and write Urdu, so that security protocol may not be compromised to grant permission to enter or restrict in case of written order.
- 21.5 Resources should have obtained training from recognized training institutes, medically fit, active, reasonably intelligent and alert. Service Providers may deploy Resources who have been hired under the Service Provider's formal selection criteria and are adequately trained for Fire Fighting & Safety Services.



- 21.6 Service Provider shall be responsible to provide evidence sufficient to be compliant with pre-employment screening, references and any other requirement. Service Provider will conduct background check of their Resources and will intimate their details to local Police Stations on deployment of such Resources at NBP.
- 21.7 Service Provider shall be responsible for deployment of only those Resources whose verification have been conducted through Police, NADRA, in addition to complete screening of credentials before placing them at NBP Premises.
- 21.8 Service Provider shall be responsible to provide verified credentials of all its resources deployed at NBP premises and furnish following documents at the time of such deployment.
- Attest Copy of Employment Letter & Employee's Card (carrying photograph of the resource) to be issued by the Service Provider.
 - Attested Police Verification Report of the resource.
 - Attested copy of CNIC of the resource issued by NADRA.
 - Employment Certificate of resource certifying minimum 06 months of service with Service Provider.
 - Attested copy of Training Certificate from relevant Fire Fighting/Civil Defence Training institute issued in favour of resource.
 - Original Medical and Physical Fitness Certificate of resource issued by concerned Govt. Hospital; such certificate shall be provided on biannual basis.
 - Proof of Residence and Proof of Education Background.
- 21.9 Service Provider shall ensure that its Resources deployed at NBP have never been involved in any criminal offence, or have been convicted, or using/possessing drugs/non-prescribed medicines/substance. To ensure the aforementioned, Service Provider shall be responsible to maintain complete medical record of its Resources and share with NBP as and when required.
- 21.10 No Resource will be allowed to perform Double Duty.
- 21.11 Service Provider will provide names & particulars of Reserve Resource to be deployed in case of absence/leave of an already deployed Resource, in order to avoid deployment of unknown Resource. This information to be given to the Chief Security Officer or Concerned Duty Officer.
- 21.12 Service Provider will ensure 100% presence of its Resources, whereby replacement for absent Resources will be provided by Service Provider immediately. A Resource who is found absent for 3 consecutive days will be replaced.
- 21.13 Resources should be proficient in Fire Fighting & Safety and able to undertake all duties including responding to fire emergencies, for safety of people and property, etc.
- 21.14 Service Provider shall hire/engage/employee its Resources deployed at NBP by meeting all obligatory/regulatory requirements including but not limited to Labour Laws, Minimum Wage, EOBI, Social Security, Gratuity, Group Life Insurance, Indemnity & Fidelity Insurance, Health Insurance, etc.
- 21.15 NBP reserves the right to reject or disapprove any Resources who in its opinion is unsuitable for the providing relevant service and request Service Provider for immediate replacement.

- 21.16 NBP Management reserves the right to add or reduce the number of Resources according to the requirement. However, in case of major reduction or increase in number of Resources, two weeks' prior notice will be served to the Contract as far as possible.
- 21.17 Service Provider shall be responsible for timely disbursement of Salary Payments to Resources deployed in their respective Bank Accounts only (Salary payments to such Resources in cash shall not be allowed).

CC.22 Training

- 22.1 Service Provider should submit certificates of training of the specialized skills for Fire Fighting to the staff proposed for deployed.

CC.23 Certifications

- 23.1 Service Providers must provide verification of the following for all Resources deployed at NBP and provide related documents to National Fire Protection Association (NFPA) nominated agency/organization for re-verification and certification. These certificates will be deposited to the concerned NBP official before inductions every year on or before 5th of January.
- Full name of the individual.
 - Father's name of the individual.
 - Copy of computerized NIC of the individual with NADRA verification.
 - A passport size colour recent photograph.
 - Permanent Home Address of the individual in ancestral village/town/city, along with phone numbers if any.
 - Current residential address of the individual, along with phone number, if any.
 - Names, particulars, and related verification documents will be provided for all Resources to the concerned Branch.
 - Police Verification
 - Bank Account Details

CC.24 Joint Checking

- 24.1 Checking will be conducted jointly by Security Officials of NBP and representatives of Service Provider, as per predetermined schedule. The team shall jointly check for shortfalls on account of attendance and any other criteria for checking. Joint Reports related to such visits shall be jointly signed by representatives of NBP and Service Provider, and submitted to NBP within 48 hours after the visit. Service Provider shall resolve any observation on an immediate basis without any delay.
- 24.2 Service Provider shall inform NBP related to any unwarranted situation or occurrence, which shall be communicated telephonically, on an immediate basis and without any loss of time, followed by a written report to NBP within twenty-four (24) hours of the occurrence.

CC.25 Penalties

- 25.1 Any breach by Service Provider of its warranties and obligations shall constitute a material breach of the Contract. In addition to NBP's rights, NBP shall be entitled to require Service Provider to:
- Remedy the breach at its costs.
 - Pay for it to be remedied; or
 - Repay all amounts incurred or already paid for the defective services.
- 25.2 Service Provider shall be liable, in case of three (03) repeated unsatisfactory performance claim/s reports from during two (02) continuous months, the Bank reserves right to charge 01% of total invoice value (inclusive of Taxes) as penalty.

CC.26 Indemnity

26.1 The Service Provider hereby agrees to indemnify and keep indemnified NBP and each of its employees, officers, directors, shareholders from an against any and all losses (direct or indirect), claims, rights, remedies, costs, expenses or proceeding of whatsoever nature brought or claimed by or on behalf of any person against NBP or any of its officers, directors, shareholders arising out of any act, omission and/or negligence of the service provider and/or any of its (Service Provider's) employee/staff.

- a. Service Provider undertakes to compensate the Bank of actual losses not exceeding Rs. 500,000/= (Rupees Five Hundred Thousand only) in respect of each occurrence, involving loss caused by any person in respect of any asset including but not limited to, building, machinery, equipment.
- b. Service Provider undertakes to compensate Rs.200,000 (Rupees Two Hundred Thousand Only) in addition to actual expenses towards medical treatment, however not exceeding Rs.500,000/- (Rupees Five Hundred Thousand only) in case of injury caused to representatives, employees, customers, visitors of NBP resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.
- c. Service Provider undertakes to compensate Rs.500,000/- (Rupees Five Hundred Thousand only) in addition to actual expenses towards medical treatment, however not exceeding Rs.500,000/- (Rupees Five Hundred Thousand Only) in case of injury leading to permanent disability caused to representatives, employees, customers, visitors of NBP resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.
- d. Service Provider undertakes to compensate Rs. 500,000/- (Rupees Five Hundred Thousand Only) to legal heirs of representatives, employees, customers, visitors of NBP in case of death occasioned, caused by, resulting from negligence, deliberate action or infidelity of representatives or employees of the Service Provider.
- e. Resources of Service Provider if found involved in immoral activities or financial corruption will be handed over to the concerned Law Enforcing Agency by Service Provider.

26.2 This indemnity shall not be affected in any way by any enquiry of investigation which NBP may have conducted into any matter and continue to bind Service Provider to maintain complete record for a period of three (3) years after the completion of services.

26.3 Resources of Service Provider if found involved in immoral activities or financial corruption will be handed over to the concerned Law Enforcing Agency by Service Provider.

CC.27 CONFIDENTIALITY, PRIVACY AND SECURITY OF INFORMATION

27.1 Except with the consent of NBP in writing, Service Provider shall keep and maintain all information related to NBP strictly confidential and not make use of any confidential information supplied by NBP other than to perform obligations under this contract, and shall impose the same obligations on its employees and other third parties.

- 27.2 All data and information coming to the knowledge of Parties during the course of this Agreement is confidential in nature and the Parties representatives, employees & personnel shall not use or attempt to use or permit any party to use such data/information or disclose/divulge such data/information to any third party except to authorized person by NBP.
- 27.3 The Parties, their respective representatives, employees and personnel shall be responsible for any loss; delay or inconvenience caused to the other Party by any act, omission or negligence with respect to disclosure of confidential information and such defaulting Party shall indemnify the other Party for the same. This is without prejudice to any other rights available to the Parties.
- 27.4 The Parties shall comply with all prevailing Regulations concerning data protection and confidentiality and notify the other Party immediately in the event of any breach of the Regulations, or confidentiality arrangements contained in this Agreement.
- 27.5 The foregoing provisions do not apply to data or information which:
- at the time of disclosure has come into the public domain other than as a result of a breach of this Agreement; or
 - is lawfully in the possession of the disclosing Party and was not acquired directly or indirectly from the other Party hereto; or
 - is required to be disclosed by applicable laws or regulation or the rules of any stock exchange.

CC.28 Independent Contractor

- 28.1 Service Provider and its employees/staff shall at all times function and be regarded as independent and not as an agent/employees/subsidiary of NBP and neither its employees nor its Resources shall have the right to represent or bind NBP to any third person including any Government department or agency or any other authority in any manner, whatsoever. The resources deployed by Service Provider shall not claim for any kind of service, regular service or otherwise, with NBP.

CC.29 Taxes and Duties

- 29.1 Service Provider shall be liable/responsible for all its liabilities on account of any regulatory or non-regulatory payments including but not limited to Taxes, Duties, Charges, Minimum Wages, Gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity & Fidelity Insurance, Training Miscellaneous Charges, or any other expense/cost borne by the Service Provider.
- 29.2 Record of all such paid Taxes/Charges/EOBI/Social Security, etc. shall be provided by Service Provider to the concerned NBP representatives if and when required.

CC.30 Access to Records

- 30.1 Service Provider during the currency of Contract, shall provide timely access to any or all information, records, data applications, databases/MIS, to NBP or any Government or Regulatory authority such as NFPA, SBP, etc.
- 30.2 Service Provider must ensure that NBP or its representatives/external auditors/SBP officials are allowed visits and access to relevant records. In the event officials of SBP is prevented, for whatever reason, from accessing the service provider or its records relating to outsourced function, SBP can direct NBP to discontinue the arrangements entered with the Service Provider.

CC.31 Liquidated Damages

31.1 If the Service Provider fails to provide the Services as such in case of three (03) continuous unsatisfactory performance claims/reports from user offices during any three (03) continuous months, the Bank reserves right to charge as liquidated damages, a sum equivalent to (0.5%) 'half a percent' of the contact value up to a maximum deduction of (10%) 'Ten percent' of the contract value. Once the maximum is reached, NBP may consider termination of the Contract pursuant to Clause CC.11 along with other remedies available under Public Procurement Rules 2004.

CC.32 Force Majeure

32.1 In the event of any war or Act of God, over which Service Provider has no control, the services shall forthwith be suspended until such circumstances shall have ceased subject to Service Provider forthwith notifying NBP to that effect in writing upon such suspension, and NBP shall not be liable to make any payment in respect of the period of such suspension; any sum already paid thereunder in respect of such period shall on the option of NBP be credited to the period following the resumption of the said services or refunded forthwith by Service Provider to NBP, as to be decided by NBP, provided that at any time during the period of such situation NBP shall also have the right to terminate this Agreement forthwith.

CC.33 Ultimate Beneficial Owners Information

33.1 Service Provider shall be liable/responsible for to provide information in compliance with S.R.O 592(I)/2022 of Public Procurement Regulatory Authority. Format provided under Section V of this document.

CC.34 Fidelity Insurance

34.1 Service provider/Successful bidder shall obtain Fidelity Insurance to cover the risk of the bank against any breach by the staff deployed by it causing any loss to NBP and shall provide such information, documents, undertakings and receipts etc. as may be required as proof by the bank/NBP.

CC.35 Regulator Instructions

35.1 NBP may terminate the agreement with the successful bidder immediately on the instructions of the State Bank of Pakistan.

35.2 All Regulatory directives of SBP shall be binding and applicable on the successful bidder.

8. Format of Bid

The Bid should address each of the criteria addressed in this section. It should be clear and concise in response to the information and requirements described in this bidding document. The format and sections of the Bid should conform to the structure outlined below. Adherence to this format is necessary in order to permit the effective evaluation of Bids.

Each section of the Bid should be separated by colored separators for easy access to the relevant section,

Sr.	Contents
01	Letter of Application (Section 9)
02	Table of Contents
03	Executive Summary
04	Corporate Information
05	Service Provider's Experience
06	Relevant previous and current clientele
07	References
08	Any other relevant information
09	Response to Eligibility Criteria (Section 6 of Bidding Documents)
10	Annexures/Attachments as required in the Eligibility Criteria (Section 6 of Bidding Documents)
11	Response to Qualification Criteria (Section 7 of Bidding Documents)
12	Annexures/Attachments as required in the Qualification Criteria (Section 6 of Bidding Documents)



9. Letter of Application

To: Divisional Head (Procurement), Procurement Division
 Logistics Support Group, National Bank of Pakistan,
 Head Office, I. I. Chundrigar Road, Karachi.
 Tel: 021-99220331 / 02138902435

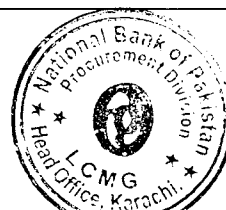
Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter "the Bidder") and having reviewed and fully understood all the information provided, the undersigned hereby apply as Service Provider or providing Fire Fighting & Safety Service to NBP.
2. Attached to this letter are copies of original documents as required as per eligibility criteria section 6.
3. NBP and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects.
4. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.
5. NBP and its authorized representatives may contact the following persons for further information, if needed.

Purpose	Contact Name	Contact Numbers
For General and Managerial Inquiries		
For Personnel Inquiries		
For Technical Inquiries		
For Financial Inquiries		

6. This application is made with the full understanding that:
 - (a) bids by Bidders will be subject to verification of all information submitted at the time of bidding;
 - (b) NBP reserves the right to:
 - (i) Cancel the process and reject applications in accordance with PPRA rules.
7. We confirm that in the event that we bid, that bid as well as any resulting contract will be:
 - (a) signed so as to legally bind all parties; and
 - (b) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name & Designation
For and on behalf of (Name of Bidder) Service Provider Stamp to be affixed



10. Bidder information Form

[the Bidder shall fill in this Form in accordance with the instruction indicated below. No alternations to its format shall be permitted and no substitutions shall be accepted]

Date: _____

No.: _____

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's year of Registration:
3. Bidder's Address:
4. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers; Email Address:
5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



11. Form of Bid

Date. _____

Bid Reference No. _____

To:

Divisional Head,
Procurement Division,
Logistics, Communications & Marketing Group (LCMG)
NBP Head Office,
Karachi

Dear Sir,

PROCUREMENT OF FIRE FIGHTING & SAFETY SERVICE

Having examined the Bidding documents including Addenda No. _____, the receipt of which is hereby duly acknowledged, we the undersigned offer to provide Fire Fighting & Safety Services in conformity with the said Bidding Documents for the sum of Rs. _____/= (Rupees _____) or such other sums as may be ascertained in accordance Financial Bid Proposal attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [*insert the name of the Appointing Authority*], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with the CC clause 9

If our Bid is accepted, we undertake to provide Performance Guarantee in the form, in the amount and within the times specified in the Bidding Documents.

We declare that, as Bidders(s) we do not have conflict of interest with reference to CC Clause 3.1

We agree to abide by the Bid for the Bid Validity Period specified in IB-Clause 17, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our Firm its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared ineligible by the Government of Pakistan under Pakistan's Laws or official regulations,

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

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

We certify/confirm that we comply with the eligibility requirements as per IB clause 3 of the Bidding Documents.

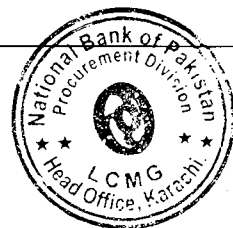
Dated this _____ day of _____ 20_____.

Name:

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____



12. Financial Bid Proposal

The Service Provider confirms its following Bid for the abovementioned BoQ:

S.No.	Category of Resources A	Quantity of Resources B	Bid Amount Per Resource Per Month (inclusive of all Taxes) (in PKR) C	Total Bid Amount per month (inclusive of all Taxes) (in PKR) D = (B x C)
1	Fire Officer	1		
2	Fire Supervisor	3		
3	Fire Guard	6		
Aggregate Bid Amount per Month (D1 + D2 + D3)				

Aggregate Bid Amount (in words) is given hereunder:

Rupees _____

We hereby confirm that above quoted rate are in compliance with all clauses of IB.15 of this bidding document

Signed: _____

Name of authorized official:

Designation of authorized official:

Duly authorized to sign the Bid for and on behalf of: (Name of the Service Provider)

Date:



13. Integrity Pact

(TO BE SIGNED BETWEEN NBP AND SUCCESSFUL BIDDER)

Contract Number: _____
Contract Value: PKR _____
Contract Title: _____

Dated: _____

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

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

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

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

Name of Buyer: _____

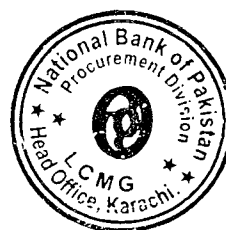
Name of Seller/Supplier: _____

Signature: _____

Signature: _____

[Seal]

[Seal]



14. Form of Securities

Form of Performance Guarantee (Bank Guarantee)

To: National Bank of Pakistan ('NBP').

WHEREAS [Name of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [reference number of the contract] dated. _____ for procurement of Fire Fighting & Safety Services (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of Bank or financial institution]

[address]

[date]



15. Form of Contract

THIS AGREEMENT made on the ____ day of _____, 20____, between National Bank of Pakistan (hereinafter called 'NBP') of the one part, and M/s _____ (hereinafter called 'Service Provider'), of the other part:

WHEREAS NBP invited Bids for FIRE FIGHTING & SAFETY SERVICES and has accepted a Bid by the Service Provider for the provision of those Services in the sum of PKR _____ i.e. Pak. Rupees _____ (hereinafter called 'the Contract Price').

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract documents are listed below:
 - a. This Form of Contract
 - b. The Form of Bid and the Price Schedule submitted by the Bidder
 - c. The Schedule of Requirements
 - d. The Technical Specifications
 - e. The Special Conditions of Contract
 - f. The General conditions of the Contract
 - g. NBP's Notification to the Service Provider for Award of Contract / Letter of Acceptance.
 - h. Appendices / Annexures to Bid.
3. In consideration of the payments to be made by NBP to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with NBP to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. NBP hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Signed/Sealed delivered by (NBP)

(Signature)

Name:

Designation:

National Bank of Pakistan



Witness of (NBP):

Signature
(Name, Title and Address)

Signed/Sealed delivered for (Service Provider)

Name:
Designation:
(Service Provider's Name):

Witness of Service Provider:

Signature
(Name, Title and Address)



16. Contact Information

In case of any query related to this bidding document, Bidders may contact the following NBP representative:

Haider Ali Isani

**Divisional Head, Procurement Division, Logistics, Communications & Marketing Group (LCMG),
NBP Head Office, Karachi**

Phone: 021-99220331 / 02138902435 Email: haider.isani@nbp.com.pk



Annexure 1 - sro592.pdf

