



**Tender Documents**

(Single Stage-Two Envelope Bidding Procedure)

Tender No. No. 08/2025

**Repair, Maintenance, Service and Overhauling of HVAC System of NEPRA  
Tower**

Installed at NEPRA Office Building, G-5/1  
Islamabad

Tender No. 08/2025

## **Repair, Maintenance, Service and Overhauling of HVAC System of NEPRA Tower**

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## INVITATION FOR BIDS



National Electric Power Regulatory Authority  
(NEPRA)

NEPRA Tender No. 08/2025

### INVITATION FOR REPAIR, MAINTENANCE, SERVICE AND OVERHAULING OF HVAC SYSTEM OF NEPRA TOWER

NEPRA, an autonomous body established through an Act of the Parliament known as 'Regulation of Generation, Transmission and Distribution of Electric Power Act 1997 (XL of 1997), invites bids from the Contractors / Firms, having offices/ service centers in Islamabad/ Rawalpindi and registered with Income Tax and Sales Tax Departments, and are on Active Taxpayers List of the FBR for "**Repair, Maintenance, Service and Overhauling of HVAC System of NEPRA Tower**"

2. The bidding shall be conducted in line with the **Single Stage - Two Envelop procedure** prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential eligible bidders registered in the EPADS.

3. The proposals, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADS on or before **2<sup>nd</sup> June, 2025 @ 1400 hours**. The proposals will be opened on the same day at **1430** hours through EPADS. This advertisement and tender document are also available on NEPRA & PPRA websites at [www.nepa.org.pk/tenders](http://www.nepa.org.pk/tenders) and [www.ppra.org.pk](http://www.ppra.org.pk) respectively.

**Director General (Administration/HR)**

NEPRA Tower, Ataturk Avenue (East) G-5/1, Islamabad

Ph: 051-2013200, Fax: 051-9210215

[www.nepa.org.pk](http://www.nepa.org.pk), [info@nepa.org.pk](mailto:info@nepa.org.pk)

**Bid Application Form**  
(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_  
(Name of Works/Services)

To:

\_\_\_\_\_  
\_\_\_\_\_

Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract and Specifications for the execution of the above-named Services, we, the undersigned, being a registered firm/company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to provide the Services and remedy any defects therein in conformity with the said Documents thereto for the Total Bid Price of Rupees given in Financial Proposal or such other sum as may be ascertained in accordance with the said Documents.

2. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a **Bid Security** amounting to **Rs. 50,000/- (Rupees Fifty Thousand only)** drawn in NEPRA favor.

3. We undertake, if our Bid is accepted, to commence the Services and to deliver and complete the whole of the Services comprised in the Contract within the time stated in contract.

4. We agree to abide by this Bid for a period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

6. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder making a Bid for the Services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

(Name of Bidder in Block Capitals)

(Seal)

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

\_\_\_\_\_

Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

**Note:** Must be filled by the contractor.

## Section: I

### Instructions to Bidders

1. The Client National Electric Power Regulatory Authority (NEPRA) intends to invite bids for **Repair, Maintenance, Service and Overhauling of HVAC System** installed at NEPRA Office Building, G-5/1 Islamabad, under the **Single Stage Two Envelope (SSTE)** bidding procedure. The HVAC System has been installed throughout NEPRA HQ which includes two (02) basements, a ground floor and seven (7) stories/floors. The tenderers are advised to visit the site prior to participating in the bidding.
2. The Client (**NEPRA**) will award the subject services to the Contractor/firm who remains technically responsive and their bid is evaluated as most advantageous. The technical responsiveness will be evaluated as per the criteria set forth in this document.
3. The proposals, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADS on or before **-- -, 2025 @ 1400 hours**. The proposals will be opened on the same day at **1430** hours through EPADS.
4. Each bidder shall submit only one bid. A bidder who participates in more than one bid will be disqualified.
5. The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
6. The bidders are advised to visit and examine the HVAC system of NEPRA and its surroundings to obtain for themselves on their own responsibility all information that may be necessary for preparing the bid. All cost in this respect shall be at the bidder's own expense.
7. Single Stage – Two Envelope bidding process will be adopted. The bidder(s) must attach with the bid substantial evidence vis a vis:
  - a. Registration with FBR for income tax and GST;
  - b. Active tax payer;
  - c. Minimum three years-experience;
  - d. Having office at Islamabad/ Rawalpindi;
8. The Client reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, as per PPRA rules 2004.
9. The bidding process will be Single Stage-Two Envelope and the minimum threshold for qualifying in the technical proposal is 65%. Bids shall be submitted 'Technical Proposal' and 'Financial Proposal' through ePADS and bid security will also be posted/ uploaded on ePADS. Initially only 'Technical Proposal' shall be opened, whereas 'Financial Proposal' will be opened later after the technical evaluation.
10. NEPRA shall evaluate the technical proposal, in a manner as prescribed in tender documents, without reference to the price, and reject any proposal which doesn't conform to the specified requirements.
11. The bidders would be called for opening of Financial Proposals if they qualify in their Technical Proposals, and the bidder quoting the lowest rate would be awarded the service Contract.
12. If two or more bidders quote the same lowest rate in the Financial Proposals, out of these, the firm/bidder who has obtained the highest marks in the Technical Proposal will be awarded the Contract.

13. Bids shall remain valid for **120 days** after the date of bid opening.
14. Each Bidder shall furnish a **Bid Security** amounting to **Rs. 50,000 (Rupees Fifty Thousand only)** in the form of Pay Order/Demand Draft from scheduled bank of Pakistan in favor of NEPRA with his bid.
15. Bid Security should be posted / uploaded on e-PADs and original bid security in sealed envelope must be submitted on or before the date / time of tender opening to the NEPRA Head office.
16. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Client as non-responsive.
17. The bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder.
18. The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
19. The Bid Security may be forfeited:
  - (a) If a Bidder withdraws his bid during the period of bid validity; or
  - (b) In the case of a successful Bidder, if he fails to:
    - (i) Furnish the required Performance guarantee or
    - (ii) Sign the Contract Agreement
20. Prior to expiration of the period of bid validity prescribed by the Client, the Client will notify the successful Bidder in writing (**Letter of Acceptance**) that his bid has been accepted. This letter shall name the sum (in view of Financial Proposal) which the Client will pay the Contractor in consideration of the Services by the Contractor as prescribed by the Contract.
21. The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Client and the Bidder till signing of the formal Contract Agreement.
22. Within a period of fourteen **(14) days after the receipt of Letter of Acceptance**, the successful Bidder shall furnish to the Client a **Performance Security** in the form of pay order/demand draft or an irrevocable, without recourse, payable-on-demand Bank Guarantee equivalent to **10% of the annual Contract amount** issued by a Scheduled Pakistani Bank in favor of the Client. Failure of the successful Bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
23. Upon furnishing of a Performance Security by the successful Bidder, the Client will promptly notify the other Bidders that their bids have been unsuccessful and return their bid securities.
24. Within seven **(07) days** from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Client will send to the successful Bidder the Form of **Contract Agreement** provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and returning it to the Client.
25. The formal Agreement between the Client and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Client.

## Section II

### Eligible Bidders

#### Minimum Mandatory Requirements

The firms meeting the following minimum requirements are eligible to participate

- i. Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer;
- ii. An affidavit (**Annex-III**) to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations;
- iii. Audited financial statement and/or Annual Tax Returns of last two years
- iv. The bid security in the form of pay order / call deposit / demand draft equal to **Rs. 50,000/-** (Rupees Fifty Thousand only) is required from the intended bidders with the technical bid. Bid Security posted / uploaded on e-PADs and original bid security in sealed envelope must be submitted on or before the date / time of tender opening to the NEPRA Head office.;
- v. Undertaking regarding Conflict of Interest on prescribed proforma (**Annex-IV**).

### Section III

#### Technical Proposal

#### Evaluation Criteria

Sr. No	Category	Marks
1.	Experience record	50
2.	Personal capabilities	20
3.	Equipment capabilities	10
4.	Financial soundness	20
<b>Total</b>		<b>100</b>

NOTE: Technical Evaluations will be decided on Pass/Fail basis. The applicant must secure at least 65% score. The detailed evaluation criterion is given as under:

- **Experience Record**

Sr. No	Description	Marks Assigned	Marks obtained	Explanation of Marks obtained
1.	Projects of similar nature and complexity completed in last ten years MDS, VRF, VRV (Inverter)	25		05 marks will be given for each completed project with a maximum of 25 marks. Proof must be attached.
2.	Projects of similar nature and complexity in-hand. MDS, VRF, VRV (Inverter)	25		05 marks will be given for each project with a maximum of 25 marks. Proof must be attached.
<b>Total</b>		<b>50</b>		

Note: Experience must be substantiated with evidence. The client may visit contractor's current O&M sites in order to confirm their performance.

- **Personal Capabilities**

Sr. No	Description	Marks Assigned	Marks obtained	Explanation of Marks obtained
1.	BSC Engineers Registered with PEC	06		02 marks will be given for each B.Sc Engineer registered with PEC with a maximum of 06 marks.
2.	DAE qualified/experienced supervisor	04		01 marks will be given for each DAE qualified/ experienced supervisor with a maximum of 04 marks.
3.	Technicians/ operators	05		01 marks will be given for each Technician/ Operator with a maximum of 05 marks.
4.	Skilled workers	05		01 marks will be given for each skilled worker with a maximum of 05 marks.
<b>Total</b>		<b>20</b>		

**Note:** Proof must be attached

- **Equipment Capabilities**

Sr. No	Description (Qty)	Marks Assigned	Marks obtained	Explanation of Marks obtained
1.	Gas welding set (02)	02		$\frac{\text{Actual Quantity}}{\text{Required Quantity}} \times 02$ (max marks 02)
2.	Vacuum pump (02)	02		
3.	Gauge manifold (02)	01		$\frac{\text{Actual Quantity}}{\text{Required Quantity}} \times 01$ (max marks 01)
4.	GI sheet cutter (02)	01		
5.	Digital Megger (02)	01		
6.	Scaffolding pipe with scaffolding coupler joints/ ladder (02)	01		
7.	Flaring tools (01)	01		
8.	Nitrogen cylinders (03)	01		
<b>Total</b>		<b>10</b>		

- **Financial Soundness**

<b>Sr. No</b>	<b>Description</b>	<b>Marks Assigned</b>	<b>Marks obtained</b>	<b>Explanation of Marks obtained</b>
1.	Bank statement of last two years	5		Full marks if bank statement is attached, otherwise zero marks will be given.
2.	Bankers certificate regarding financial soundness	5		Full marks if bankers' certificate is attached, otherwise zero marks will be given.
3	Litigation	10		10 marks will be awarded to the applicants having no litigation processed/in process against them
<b>Total</b>		<b>20</b>		

**Note:** The above data forms can be verified independently by NEPRA and any fabricated statement by the bidder may result in termination of the Contract, forfeiture of pending payments and blacklisting of the Company etc.

## Section IV

### Conditions of Contract

#### RECITALS

- A. WHEREAS National Electric Power Regulatory Authority (NEPRA) is desirous of engaging the services of the contractor for repair, maintenance, servicing and overhauling works of HVAC system installed at NEPRA head Office,
- B. AND WHEREAS the contractor warrants and represents that the contractor has necessary skills, knowledge, technical resources, personnel, experience and capability to perform the services for repair, maintenance, servicing and overhauling works of HVAC system installed at NEPRA head office in accordance with the best standards and practices of the industry and in terms of this Contract,
- C. AND WHEREAS the contractor has qualified through a bidding process and has agreed to such engagement to perform and carry out the required services in accordance with the terms and conditions hereinafter set forth,
- D. NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

#### ARTICLE 1: Definitions

In this Contract the following words and phrases shall have the meanings ascribed thereto hereunder:

“Client” shall mean NEPRA through Director (Operation & Maintenance).

“Contract” shall mean this contract for engaging the services of the contractor for maintenance, servicing and overhauling works of HVAC system installed at NEPRA head office.

“Day” shall mean a calendar day of twenty-four (24) hours measured from one preceding midnight to the succeeding midnight.

"Month" shall mean a calendar month according to Gregorian calendar beginning at 12:00 midnight on the last Day of the preceding month and ending at 12:00 midnight on the last Day of the month.

"Project" shall mean Repair, Maintenance, Service and Overhauling of HVAC System installed at NEPRA Head Office.

“Remuneration” shall mean any or all the amounts (as the context so admits) payable to or for the account of the contractor for the satisfactory and proper performance by the contractor of its obligations in accordance with the provisions of the contract.

"Works" or “services” shall mean services to be performed by the contractor pursuant to Article 2 (Obligation of the Contractor/Scope of Work) of this contract.

“Year” shall mean 365 days of Gregorian calendar.

## **ARTICLE 2: Obligations of the Contractor/Scope of Work**

- i. The contractor shall exercise all the necessary and reasonable skills, care and diligence in discharge of his duties under this agreement in a professional manner in accordance with the applicable standards and in good faith.
- ii. The contractor shall, after physical checkup of the client's store, recommend the critical spares along with their O&M part numbers to maintain the minimum inventory level which is required to be kept in stock for routine maintenance and servicing of the HVAC system for its smooth functioning.
- iii. All efforts should be made to repair old parts for re-use free of cost. The new parts should only be substituted when the old parts cannot be satisfactorily repaired & re-used.
- iv. The contractor shall maintain a register for each equipment/system and date wise record of servicing, maintenance & overhauling works being carried out by their staff. The contractor shall take confirmatory signatures from NEPRA's representative for satisfactory work done.
- v. The contractor will record/ watch coil sensor temperature (suction/ discharge) of all the rooms/ lobbies to ensure optimum performance of the respective equipment and ensure a pleasant environment inside the building.
- vi. The contractor shall submit a quarterly report, regarding the overall performance of the abovementioned equipment, to NEPRA's representative and pin point any action to be taken by the Client for improvement where required.
- vii. The contractor shall provide the CVs of their staff to be deputed for security clearance and formal interview by the client for necessary approval. Upon approval/clearance, the staff shall be detailed and no change be made without prior approval of the client. If a contractor's employee is found or involved in theft, ill-discipline or any other illegal activity, the client reserves the right to remove him from the project immediately. The contractor will be bound to provide his replacement in the given time frame.
- viii. The Contractor as and when required by the Client shall make their authorized representative available to attend meetings and shall reply all communications accordingly. He shall also to carry out site visits once a month for complete inspection of overall system.
- ix. The contractor shall handover defective parts demolition to the client's representative and takes confirmation receipt thereof. The contractor shall maintain a record of the new parts taken from the client's store.
- x. All employees of the contractor shall wear uniform and necessary personal protective equipment (PPE) such as safety shoes etc. to perform the services. In case of non-compliance, the client may restrict the employee's entry to the project. Contractor's employee shall also display their identification cards, bearing firm's name and logo thereon.
- xi. The aforesaid uniforms/safety shoes/jackets shall be provided by the Contractor on yearly basis or when they are worn out whichever is earlier.
- xii. The contractor shall maintain daily attendance of his employees and submit the same to the client's representative for his information who may (if required) physically verify the same. The contractor will submit, along with his monthly bill, the monthly attendance record of his employees on 1<sup>st</sup> of every month against the preceding month. The client

- has the right to deduct a proportional amount from the contractor's monthly bill against absentees of the contractor's staff (if any).
- xiii. The contractor shall provide services for arranging the test of compressor oil from PCSIR/NPSL and, necessary air balancing of the fans from reputed firms on requirement basis and the cost for such testing will be borne by the Client.
  - xiv. In case of malfunctioning of the controller/ BMS, the contractor shall be responsible for the operation of MDS, AHU, independent split units, fresh/exhaust air fans on manual mode as well.
  - xv. The resolution time for diagnosis and rectification of breakdown/emergent fault shall be as early as possible, but not later than 24 hours, depending on nature of the fault & availability of the spare parts.
  - xvi. The technical staff will ensure that the operation of the system is in line with the design parameters of all the relevant components.
  - xvii. The contractor shall be responsible to carry out Periodic Preventive Maintenance of all the HVAC system / equipment. The material/parts required for the purpose will be provided by the client cost.
  - xviii. The requisite services shall be provided by the contractor 12 hours daily/06 days a week basis (excluding public holidays) throughout the tenure of this Contract. However, in case of important meetings, workshops, seminars etc., time duration of the services be extended accordingly.
  - xix. As need arises from time to time, the senior staff or HVAC engineers of the contractor will also visit the site to check the system's performance.
  - xx. The contractor shall submit the estimate for approval of the client prior to carrying out any work which would fall beyond the defined scope of this work.
  - xxi. The contractor will detail 3 (three) HVAC technicians (at least one diploma holder) technically qualified, experienced, competent & well-mannered staff who will ensure energy efficient operation of the system and economical consumption of the material/spare parts, and will remain present during their duty hours and shall work exclusively on the subject project whereas in case of major breakdown his qualified/competent team be called for the purpose moreover, will also provide 1 (one) helper.
  - xxii. The service contractor will pay the workers as per GoP fixed the minimum monthly wages of un-skilled workers and the juvenile workers in all the industrial/commercial establishment in the ICT, Islamabad.
  - xxiii. The contractor will also provide 1 (one) Honda CD-70 bike in his own possession for HVAC outdoor jobs with 30 liters petrol/month. The contractor will also be responsible of routine maintenance of the bike. The bike will remain the property of the contractor upon conclusion of the contract.
  - xxiv. The contractor shall timely inform the client about the need of any consumable/ spare, required for repair or replacement, so that it can be procured conveniently and delay in repair/ rectification may be avoided.
  - xxv. The contractor will possess all the required tools & instruments i.e., drill machine, which are necessary for operations & maintenance of the HVAC system.

- xxvi. The contractor will supply following items on monthly basis for proper servicing and minor maintenance works of HVAC system.
- PVC tape As per requirement (Minimum 5 Nos.)
  - Solution tape As per requirement (Minimum 5 Nos.)
  - Surf As per requirement (Minimum 2 Kg)
  - Cotton waste As per requirement (Minimum 5 Nos.)
- xxvii. Specification of the HVAC system presently installed is as under, but the contractor will also be bound to operate and maintain any other allied/additional equipment installed by the client at the project during the contract period:
- a. **HVAC System capacity**
- Total Capacity of MDS System (McQuay)+(Midea) 315 + 170 485 TR
  - Total Capacity of Split ACs (Sabro, Gree, Acson & Midea etc.) 70 TR
  - Total Capacity of AHU+DX (McQuay) 45 TR
  - Supply & exhaust fans Penberry USA 11 Nos.
- b. **Equipment Installed**
- MDS Outdoor Unit 13 (Mcquay)+ 06 (Midea) 19 Nos.
  - MDS Indoor Units 126 (Mcquay) + 64 (Midea) 190 Nos.
  - DX-AHU with Condensing unit 01 Nos.
  - Independent split AC units 42 Nos.
  - Exhaust Fans 08 Nos.
  - Fresh Air Supply Fans 03 Nos.
  - MDS BMS/smart controller (McQuay) 01 Set
  - MDS BMS smart controller (Midea) 01 Set
- xxviii. The contractor shall also be responsible for maintenance/installation/renovation and up gradation of the HVAC system software (where required) Smart Controller/BMS for effective usage/management of the system installed at the project. However, hardware will be provided by the Client if required.
- xxix. PCB cards repair cost will be borne by the Client whereas, any other repair like compressor, leakage detection and fixing, welding, copper piping and sensors etc. shall be borne by the Contractor.
- xxx. Semi hermetic/open type compressors can be repaired/overhauled whereas, the hermetic/close type compressors can't be repaired and always be replaced, if start malfunctioning. Sensors are not repairable and always be replaced if stop working however, connecting wires/ jacks of the sensors are repairable.
- xxxi. The Contractor will maintain inventory of welding kit, faun, oxygen and nitrogen cylinders.
- xxxii. Only gas refilling of the required type of gas/pressure will be borne by the Client as per actual.
- xxxiii. Main HVAC control panel and related ACPs will be repair/maintained by the Contractor, hardware will provide the client.

### **ARTICLE 3: Obligations of the Client**

- i. The client shall, on request of the contractor, furnish and/or make available to him all pertinent data and information available and give such reasonable assistance as required by the contractor for timely completion of the services.
- ii. The client shall give its approvals in writing on all observations/reports etc., submitted by the HVAC contractor within a reasonable time so as not to delay completion of the services.
- iii. The client shall provide the telephone/extension facility to the technical staff deputed at the project by the contractor.
- iv. The client shall provide a suitable office to the technical staff, employed on the project by the contractor, for seating and for keeping the required tools and others materials available at the site. Necessary furniture for the office will also be arranged by the client.
- v. All spare parts/refrigerants will be provided by the client well in time.

#### **ARTICLE 4: Modifications**

Any modifications of the terms and conditions of this contract, including any modification of the scope of works, may be agreed by both the parties and shall be placed in the form of supplementary contract and that shall form an integral part of this Contract.

#### **ARTICLE 5: Remuneration and Payment**

- i. The total fee for rendering works/services as per this Contract shall be [FINANCIAL PROPOSAL]
- ii. The payment shall be made to the contractor on monthly basis by the client on satisfactory performance of works/services provided by the contractor.
- iii. Invoice for the preceding month will be submitted on 1<sup>st</sup> of every succeeding month by the contractor.
- iv. Payment will be made through a crossed cheque in favor of the contractor by the client within two weeks from the date of submission of invoice after deduction of the applicable taxes.
- v. If any new tax is imposed by the government during currency of the contract, the financial effect of same shall be borne by the Client.
- vi. The contractor acknowledges and agrees that it shall, without incurring any additional cost to the client, be liable to re-perform and re-work all or any part of the work/services, which are deficient in any manner to the extent of the amounts of fees paid in respect of such work/services.

#### **ARTICLE 6: Termination**

The client shall have the right to terminate the contract by giving a notice of 30 days to the contractor, upon poor performance, failure to abide by any of the conditions of the contract or any other valid reason whatsoever. Similarly, contractor has also right to terminate the contract after giving 30 days' notice on non-fulfillment of obligation by the client.

#### **ARTICLE 7: Effective Date**

The effective date shall be upon mobilization of contractor to the office space/store dedicated by the client for the contractor's personnel/equipment. Upon signing of this contract the contractor within 3 working days shall mobilize in the office space provided by the client.

**ARTICLE 8: Governing Law**

This Contract shall be governed by and construed in accordance with the laws of Pakistan. The Parties hereby agree that the Courts of Islamabad shall have exclusive jurisdiction in all matters relating to this Contract.

**ARTICLE 9: Tenure of Contract**

The contract shall be valid for three years commencing on the effective date.

**Section V**

**Financial Proposal**

<b>Description</b>	<b>Rate/month (Inclusive of all taxes)</b>		
	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
Repair, Maintenance, Service and Overhauling charges of HVAC System as set out in the contract, complete in all respects.			
Average of the three years			

**Note:** Financial proposal will be evaluated on the basis of average of the three years.

### General Information Form

All individual firms applying are requested to complete the information in this form.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm:	
2.	Head Office Address:	
3.	Telephone:	Contact Person: Name: Title:
4.	Fax:	Telex:
5.	Place of Incorporation/Registration:	Year of incorporation/registration:

**Note:** Must be filled by the Contractor.

Form of Contract Agreement

This Repair, Maintenance, Service and Overhauling contract AGREEMENT (hereinafter called the "Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_(month) 20\_\_\_\_ by and between [Legal name, form and country of Project Owner] (hereinafter called the " Client"), and [Legal name, form and country of O&M firm] (hereinafter called the "Vendor").

WHEREAS, Client owns a HVAC System and desires to contract for its Repair, Maintenance, Service and Overhauling.

WHEREAS, Vendor provides Repair, Maintenance, Service and Overhauling services and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement,

NOW this Agreement witnesses as follows:

1. In this Agreement 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 after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Award;
  - (c) The completed Form of Bid;
  - (d) The Conditions of Contract;
  - (f) The priced Financial Proposal;
  - (g) Any other

3. In Consideration \_\_\_\_\_ Vendor  
Covenants\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. The Client hereby covenants

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

**[Legal Name of Client]**

By:

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Seal

**[Legal Name of Vendor]**

By:

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Seal

## Affidavit for Non-Blacklisting of Firm

**[PRINT ON STAMP PAPER]**

Non-judicial stamp paper (with a value of Rs. 100)

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

**AFFIDAVIT**

It is hereby solemnly confirmed and declared that M/s -----, is declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- is not aware of any conflict of interest or potential *conflict of interest* arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)

(Signatures of Authorized Rep)

\_\_\_\_\_  
Company Name**Attestation by Oath Commissioner and/or Notary Public**

**CONFLICT OF INTEREST UNDERTAKING**

**Undertaking**

I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- i.* No NEPRA official or employee has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
- ii.* No NEPRA official’s or employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
- iii.* No retired or separated NEPRA official or employee, who has been retired or separated from the organization for less than two (2) years has an ownership interest in vendor’s company.
- iv.* No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor.
- v.* Vendor hereby declares it has not and will not provide gifts or hospitality of any rupee value or any other tokens to any NEPRA official or employee to obtain or maintain a contract.
- vi.* Please note any exceptions below:
  - a. Vendor Name: \_\_\_\_\_
  - b. Vendor Phone No: \_\_\_\_\_
  - c. Conflict of Interest Disclosure:
    - i. Name and designation of NEPRA Official, employee or immediate family members with whom there may be a potential conflict of interest: \_\_\_\_\_
    - ii. Relationship to official: \_\_\_\_\_
    - iii. Interest in vendor’s company: \_\_\_\_\_
    - iv. Any other information: \_\_\_\_\_

4. I certify that the information provided is true and correct by my signature below:

Name & Signature of Vendor: \_\_\_\_\_

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

CNIC /NTN No: \_\_\_\_\_

**Witness Information:**

1. Name: \_\_\_\_\_  
 CNIC No.: \_\_\_\_\_

2. Name: \_\_\_\_\_  
 CNIC No.: \_\_\_\_\_