



NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

**SUPPLY & REPLACEMENT OF ONE NO. TRANE CHILLER
COMPRESSOR BEARINGS AND ASSOCIATED MAINTENANCE WORKS
INSTALLED AT NESPAK HOUSE LAHORE**



BIDDING DOCUMENTS

January 2020



National Engineering Services Pakistan (Pvt) Limited
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<http://www.nespak.com.pk>

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TABLE OF CONTENTS
INSTRUCTIONS TO BIDDERS

Clause No.	Description	Page No.
A. GENERAL		
IB.1	Scope of Bid and Source of Funds	IB-1
IB.2	Eligible Bidders	IB-1
B. BIDDING DOCUMENTS		
IB.3	Contents of Bidding Documents	IB-1
C. PREPARATION OF BIDS		
IB.4	Documents Comprising the Bid	IB-1
IB.5	Form of Bid and Schedules	IB-2
IB.6	Bid Prices	IB-2
IB.7	Documents Establishing Bidder's Eligibility and Qualification	IB-2
IB.8	Bid Security	IB-3
IB.9	Validity of Bids	IB-3
D. SUBMISSION OF BIDS		
IB.10	Deadline for Submission of Bids	IB-3
IB.11	Late Bids	IB-3
E. BID OPENING AND EVALUATION		
IB.12	Bid Opening	IB-3
IB.13	Clarification of Bids	IB-4
IB.14	Preliminary Examination & Determination of Responsiveness of Bids	IB-4
IB.15	Detailed Evaluation of Bids	IB-5
F. AWARD OF CONTRACT		
IB.16	Award Criteria	IB-5
IB.17	Owner's Right to Accept any Bid and to Reject any or all Bids	IB-5
IB.18	Notification of Award	IB-5

G. ADDITIONAL INSTRUCTIONS

IB.19
IB.20

Bidder to Inform Himself
Local Conditions

IB-6
IB-6

FORM OF BID AND APPENDICES TO BID

Description	Page No.
Form of Bid	FT-1
Appendix A to Bid: Scope of Services	A-1
Appendix B to Bid: Notice and Communication Protocols	B-1
Appendix C to Bid: Method of Performing Works/Services	C-1
Appendix D to Bid: List of Equipment	D-1
Schedule of Prices	S-1
GENERAL CONDITIONS OF CONTRACT	GC-1
PARTICULAR CONDITIONS OF CONTRACT	PC-1

INVITATION TO BID

Date: _____
Bid Reference No.: _____

1. National Engineering Services Pakistan (Pvt.) Limited (NESPAK), Pakistan's premier consultancy organization invites sealed bids on 'Single Stage-One Envelope' basis from the eligible firms registered with Income Tax and Sales Tax Departments and who are also on Active Taxpayer's List of the Federal Board of Revenue for the Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at **NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.**
2. Bidding Documents, containing detailed terms and conditions, etc. are available at the below mentioned address. Price of the Bidding Documents is Rs. 500 (Rupees Five Hundred only). Bidding Documents can also be downloaded from www.nespak.com.pk free of cost.
3. The Bids, prepared in accordance with the instructions in the Bidding Documents, must reach at the below mentioned address on or before January 21, 2020 at 1500 Hours. Bids will be opened on the same day at 1530 Hours. This advertisement is also available on PPRA website at www.ppra.org.pk.

Manager General Services,
Coordination Division,
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (hereinafter called "the Owner") wishes to receive bids for the following scope of Services:

Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

Bidders must quote for the complete scope of Services. Any bid covering partial scope of Work/Services will be rejected as non-responsive, pursuant to Clause IB.14.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms meeting the following requirements:

- a) registered with Income Tax and Sales Tax Department and is on active Tax payer list of Federal Board of Revenue (FBR).
- b) has not been blacklisted/debarred by the Employer or any other Government/Semi Government Department.

B. BIDDING DOCUMENTS

IB.3 Contents of Bidding Documents

3.1 In addition to Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued.

1. Instructions to Bidders
2. Form of Bid & Appendices to Bid

Appendices to Bid are the following:

- (i) Appendix A: Scope of Services
 - (ii) Appendix B: Notice and Communication Protocols
 - (iii) Appendix C: Method of Performing Works/Services
 - (iv) Appendix D: List of Equipment
3. Schedule of Prices
 4. Conditions of Contract

C. PREPARATION OF BIDS

IB.4 Documents Comprising the Bid

4.1 The bid prepared by the Bidder shall comprise the following components:

- (a) Covering Letter along with proof of purchase of Bidding Documents.
- (b) Form of Bid duly filled, signed and sealed.
- (c) Schedule of Prices duly filled and signed.
- (d) Bid Security furnished in accordance with Clause IB 8.0
- (e) Power of Attorney signed & stamped on Company's letter head.
- (f) Documentary evidence established in accordance with Clause IB 7 that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.

IB.5 Form of Bid and Schedules

- 5.1 The Bidder shall complete, sign and seal the Form of Bid, Appendices to Bid and Schedule of Prices furnished in the Bidding Documents.

IB.6 Bid Prices

- 6.1 The Bidder shall fill in rates and prices for all items of the Services described in the Schedule of Prices. Items against which no rate or price is entered by a Bidder will not be paid for by the Owner when executed and shall be deemed covered by rates and prices for other items in the Schedule of Prices.
- 6.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account.

IB.7 Documents Establishing Bidder's Eligibility and Qualifications

- 7.1 The bidder shall furnish, as part of its Bid, documents, satisfactory to the Employer of his capability and adequacy of resources to carry out the Contract effectively. Bid shall include the following information which shall include but not limited to:
 - (i) Current litigation information; and
 - (ii) Availability of critical equipment and workshop facility owned by the Bidder
- 7.2 To be qualified for award of the Contract, the Bid shall include the following information:
 - a) Performance as Contractor of at least five (05) assignments of similar nature and capacity (Screw Chillers Compressor Bearing Replacement) along with details of other work in hand and contractual commitments during last five years;
 - b) Availability of critical equipment and workshop facility owned by the Bidder for replacement of Bearings.
 - c) The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site;

- d) Proposal of work methods and program, in sufficient detail to demonstrate the adequacy of the Bidder's proposals to meet the Technical Specifications and the completion time.

IB.8 Bid Security

- 8.1 Each Bidder shall furnish, as part of his bid, a Bid Security for an amount not less than 2% of total Bid Price.
- 8.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Owner valid for a period twenty-eight (28) days beyond the bid validity date.

IB.9 Validity of Bids

- 9.1 Bids shall remain valid for ninety (90) days after the date of bid opening.

D. SUBMISSION OF BIDS

IB.10 Deadline for Submission of Bids

- 10.1 Bids must be received by the Owner at the address specified in the Invitation to Bid not later than the time and date stipulated in the Invitation to Bid.
- 10.2 The Owner may, at his discretion, extend the deadline for submission of bids by issuing an addendum.

IB.11 Late Bids

- 11.1 (a) Any Bid received by the Owner after the deadline for submission of bids, will be returned unopened to such Bidder.
- (b) 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 his bid will be accomplished either in person, by messenger or by mail.

D. BID OPENING AND EVALUATION

IB.12 Bid Opening

- 12.1 A committee consisting of nominated members by the Owner will open the Bids in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation to Bid.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

- 12.2 The Bidder's name, Bid Prices, any discount, the presence or absence of Bid Security or such other details as the Owner may consider appropriate, will be announced by the Owner at the Bid Opening. The Owner will record minutes of Bid Opening. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

IB.13 Clarification of Bids

- 13.1 To assist in the examination, evaluation and comparison of Bids the Owner may, at his discretion, ask the Bidder for a clarification of his Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.14 Preliminary Examination & Determination of Responsiveness of Bids

- 14.1 Prior to the detailed evaluation of bids
- (a) the Owner will examine the Bids to determine whether;
 - (i) the Bid is complete and does not deviate from the scope;
 - (ii) any computational errors have been made;
 - (iii) required sureties have been furnished;
 - (iv) the documents have been properly signed;
 - (v) the Bid is valid till required period;
 - (vi) the Bid prices are firm during currency of Contract if it is a fixed price bid;
 - (vii) completion period offered is within specified limits;
 - (viii) the Bidder is eligible to Bid and meets the requisite qualification criteria;
 - (ix) the Bid does not deviate from basic technical requirements; and
 - (x) the Bids are generally in order.
 - (b) A bid is likely not to be considered, if;
 - (i) it is unsigned;
 - (ii) its validity is less than specified;
 - (iii) it is submitted for incomplete Scope of Work;
 - (iv) it indicates that Bid prices do not include the amount of income tax.
 - (c) A bid will not be considered, if;
 - (i) it is not accompanied with Bid Security;
 - (ii) it indicates that prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s);
 - (iii) the Bidder refuses to accept arithmetic correction;
 - (iv) it is materially and substantially different from the Conditions/ specifications of the Bidding Documents.
 - (v) It is not accompanied with duly filled in and signed/stamped Form of Bid; and
 - (vi) The Bidder does not meet the requisite qualification criteria as specified in the Bidding Documents.
- 14.2 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.3 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Owner, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

IB.15 Detailed Evaluation of Bids

- 15.1 The Owner will evaluate and compare only the bids determined to be substantially responsive as per requirements given hereunder.
- 15.2 Evaluation and Comparison of Bids
- (a) Bids will be evaluated for each item and/or complete Scope of Services.
 - (b) Basis of Price Comparison
The prices will be compared on the basis of the Evaluated Bid Price
 - (c) Technical Evaluation
It will be examined in detail whether the Goods offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the Bidder's data submitted with the bid will be compared with the specific scope of Services prescribed by the Owner and technical features/criteria of the Goods detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work/Services will also be reviewed.

F. AWARD CRITERIA

IB.16 Award Criteria

- 16.1 The Owner will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of clause IB 7 qualified to satisfactorily perform the Contract in accordance with the provisions.

IB.17 Owner's Right to Reject all Bids

- 17.1 The Owner reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract. Rejection of all bids shall be notified to all Bidders promptly.
- 17.2 No negotiations with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Owner may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

IB.18 Notification of Award

- 18.1 Prior to expiration of the period of bid validity prescribed by the Owner, the Owner will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Owner will pay the Contractor in consideration of the execution and completion of the Works/Services by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 18.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Owner and the Bidder. The successful Bidder shall furnish to the Employer a performance Security in the form and amount stipulated in the Conditions of Contract within Seven (07) days after the receipt of

Letter of Acceptance. The formal Contract between the Owner and the successful Bidder shall be executed within seven (07) days from the date of furnishing of acceptable performance security.

IB.19 Bidder to Inform Himself

19.1 The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works/Services. This shall include but not limited to the following:

- (a) inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, Lahore Pakistan.

IB.20 Local Conditions

20.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Owner will assist the Bidder wherever practicable and possible.

FORM OF BID

Bid Reference No. _____

SUPPLY & REPLACEMENT OF ONE NO. TRANE CHILLER COMPRESSOR BEARINGS AND ASSOCIATED MAINTENANCE WORKS INSTALLED AT NESPAK HOUSE, LAHORE

To:

Manager General Services
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract and Schedule of Prices. _____ for the execution of the above-named Works/Services, we, the undersigned, being a company doing business under the name of and address _____
_____ and being duly incorporated under the laws of Islamic Republic of Pakistan hereby offer to execute and complete such Works/Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price comprising of PKR _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Appendices to Bid attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ (Rs.) _____ drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works/Services and to deliver and complete the whole of the Works/Services comprised in the Contract within the time stated in the Conditions of Contract.
5. We agree to abide by this Bid for the period of 90 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.
6. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly

authorized to sign bids for and on behalf of _____
(Name of Bidder in Block Capitals)
(Seal)

Address

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation _____

SCOPE OF SERVICES

The Contractor shall perform the following scope of Services listed in this Appendix A which includes but not limited to:

1. Compressor Dismantling, Rigging, transportation to workshop facility and back to site and re-installation up to satisfaction of Owner complete in all respect.
2. Supply and Replacement of compressor bearing Set complete in all respect.
3. Supply and Replacement of compressor gas kits complete in all respect.
4. Supply and Replacement of Compressor oil filter.
5. Compressor oil and refrigerant gas charging in chiller (Oil & Gas to be provided by the Owner).
6. Male & Female Screw Polish complete in all respect.
7. Compressor Main Pressure plate facing and grinding complete in all respect.
8. Servicing of pressure control piston and guide rings complete in all respect.
9. Supply of refrigerant gas and compressor oil as per requirement of chiller.
10. Testing & commissioning of chiller up to the satisfaction of Owner.

NOTICES AND COMMUNICATION PROTOCOLS

The Contractor shall use the following contact address for all the notices and communication protocols with Owner.

Manager General Services
NESPAK House 1-C, Block-N, Model Town Extension, Lahore-54700
092-42-99231944 / 99090000, Ext: 545
Fax:0092-42-99231950

The Contractor shall provide the following information for all the notices and communication protocols from the Owner.

Name of Contractor's Firm.....
Contact Person Name.....
Head Office Address.....
Telephone.....
Fax.....

METHOD OF PERFORMING THE WORKS/SERVICES

The Bidder is required to submit a narrative outlining the method of performing the Works/Services. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works/Services.
- A list of all major items of constructional and erection system, tools and vehicles proposed to be used in carrying out the Works/Services, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements up to the satisfaction of the Owner.
- The procedure for installation of equipment, machinery, transportation of equipment and materials to the site.
- Details regarding mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering Works to be done and Services to be performed under the Contract.

LIST OF EQUIPMENT

TO BE PROVIDED BY THE CONTRACTOR

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Contract shall be for the whole of the Services as described in these Bidding Documents. Bids must be for the complete scope of Services.

2. Description

- 2.1 The general directions and descriptions of Services and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.
- 2.2 The quantities shown in the Schedule of Prices are estimated quantities only as an indication of the Scope of Services to enable the bidder to bid for different items of the Works/services for his estimate of costs. The estimated quantities shall be used for comparing the bids. It is, however, to be noted that in the event of any increase or decrease in the quantity of any item of Services, the actual quantities executed will be paid.

3. Units & Abbreviations

- 3.1. The following abbreviations shall be used in the Schedule of Prices:

Abbreviation

Pakistani Rupees	PKR
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4. Rates and Prices

- 4.1 The rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the Services set forth except for the amounts reimbursable, to the Contractor under the Contract.
- 4.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (28) days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- 4.3 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and

where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Services and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.4 Notwithstanding that any details, accessories, etc., required for the complete satisfactory operation of the Project, shall be considered as included in the Contract Price.

SCHEDULE OF PRICES

Sr. No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Supply and Replacement of One No. Trane Chiller compressor bearing Set, compressor gas kits, Compressor oil filter, Compressor oil and refrigerant gas charging in chiller Male & Female Screw Polish, Compressor Main Pressure plate facing and grinding, Servicing of pressure control piston and guide rings, etc. installed at NESPAK House, Lahore, complete in all respect.	Job	1		
2-	Compressor Dismantling, Rigging, transportation to workshop facility and back to site and re-installation up to satisfaction of owner complete in all respect.	Job	1		
3-	Testing & Commissioning of TRANE chiller up to the satisfaction of owner.	Job	1		
4-	Supply of One No. TRANE Chiller Refrigerant Gas and Compressor oil as per requirement of Chiller	Job	1		
5-	TOTAL BID PRICE	Rs.			

Total Bid Price (The same amount to be entered in Paragraph 1 of the Form of Bid)
(In Words)-----

Note: Total Price, shall be provided in figures as well as in words.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 CONTRACT

1.1 CONTRACT

The Contract consists of the terms and conditions set forth in the sections captioned by numbered clause designations ("Clauses") and the following appendices, which are incorporated and made part of the Contract by this reference and are included in any reference to this Contract:

Appendix A - Scope of Services

Appendix B - Notices and Communication Protocols

Appendix C - Method of Performing the Works

Appendix D- List of Equipment

If the terms and conditions of the Clauses of this Contract vary or are inconsistent with any portion of the Appendices, the terms of the Clauses this Contract shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Clauses. The Contract contains the entire Contract between the parties and supersedes all prior Contracts, whether oral or written, between the parties with respect to the subject matter of the Contract. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of the Contract that are not contained in this Contract.

1.2 EFFECTIVE DATE AND TERM

The Contract shall be effective and shall govern the rights and obligations of the parties from and after the date of the Contract for a period as mentioned in PCC.

1.3 RELATIONSHIP OF THE PARTIES

Contractor has been engaged by Owner as an independent contractor for Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore on behalf of Owner, in accordance with Prudent Utility Practice and the requirements of the Project Contracts.

1.4 REPRESENTATIVES

Owner and Contractor shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Contract. Owner and Contractor may change their respective Designated Representatives upon written notice to the other party given as provided in this Contract. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Contractor that are required under this Contract. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Contract, with any required internal corporate approvals with

respect to such authority being the responsibility of each representative to obtain from his or her principal.

2 SERVICES

2.1 SCOPE OF SERVICES

Contractor shall provide Services of Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

2.2 CONTRACTOR'S PERSONNEL STANDARDS

Contractor shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Project personnel under the Project Contracts. All individuals employed by Contractor to perform the Services shall be employees of Contractor, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Contractor (subject to Owner's approval rights with respect to the Annual Budget). With respect to labor matters, hiring personnel, and employment policies, Contractor shall comply with all applicable Laws. Contractor also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Contractor's acknowledgment (hereby given) that Contractor has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Owner.

2.3 COMPLIANCE

Contractor shall comply with all Laws applicable to the operation, maintenance and management of the Project and the performance of the Services. Contractor shall apply for and obtain, and Owner shall assist Contractor in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Contractor to do business or perform the Services in the jurisdictions where the Services are to be performed. Contractor shall provide reasonably necessary assistance to Owner, to secure permits, licenses, and approvals (and renewals of the same) that Owner is required to obtain from or file with any governmental agency regarding the Project. Contractor also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Project.

2.4 NO LIENS OR ENCUMBRANCES

Contractor shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Contractor or work done at the request of Contractor, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Contractor under this Contract.

2.5 NO ACTION

Except where such action is expressly permitted by this Contract, Contractor shall not take any action that would cause a default under any Project Contract.

2.6 EMERGENCY ACTION

If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Contractor shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Contractor shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

2.7 ACTION IN EXTRAORDINARY CIRCUMSTANCES

In the event that:

- (A) The Project or major Project equipment suffers an unplanned outage (or Contractor reasonably believes that such an occurrence is imminent), and
- (B) Contractor has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Contract, then Contractor shall:
 - (i) take all necessary action to prevent or to mitigate such unplanned outage,
 - (ii) make reasonable efforts to minimize any cost associated with such remedial action,
 - (iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action, and
 - (iv) not expend for such purposes more than an aggregate as mentioned in PCC in any Contract Year.

3 OWNER RESPONSIBILITIES

3.1 INFORMATION

Owner shall provide Contractor with all vendor manuals, spare parts lists, Project data books and drawings which are provided to Owner pursuant to any Project Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof.

4 COMPENSATION AND PAYMENT

4.1 PAYMENTS

As compensation to Contractor for the Services hereunder, Owner shall pay Contractor as per Contract Price rates filled in by the contractor in the schedule of prices.

5 TERM AND TERMINATION

5.1 TERM

The term of the Contract shall be from and including the date of the Contract Agreement to and including as mentioned in PCC. This Contract is subject to earlier termination pursuant to Sub-Clauses 5.2, 5.3, 5.4, 5.5 or 5.6.

5.2 IMMEDIATE TERMINATION BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract immediately:

- (i) upon the Bankruptcy of Contractor; or
- (ii) upon the occurrence of a Force Majeure Event that is not remedied within one hundred and twenty (120) days of its initial occurrence. If the Contract is terminated by Owner pursuant to Sub-Clause 8.2(i) or 8.2(ii), Contractor shall be compensated for all Reimbursable Costs incurred by Contractor to and including the date of termination. In addition, if the Contract is terminated by Owner pursuant to Sub-Clause 8.2(ii), Contractor shall be paid all unpaid Annual Operating Fees to and including the date of termination.

5.3 TERMINATION UPON NOTICE BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract upon ten (10) days prior written notice to Contractor in the event:

- (i) that Contractor violates, or consents to a violation of, any Laws applicable to the Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Contractor does not cure such violation within thirty (30) days (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than ninety (90) days, provided Contractor diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or
- (ii) of a material breach by Contractor in the performance of the Services, if Contractor does not cure such breach within thirty (30) days from the date of Contractor's receipt of notice from Owner demanding cure (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Contractor diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Contract is terminated by Owner pursuant to this Sub-Clause 8.3, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Operating Fees to and including the date of termination.

5.4 OTHER TERMINATION UPON NOTICE BY OWNER

Subject to the terms of any Project Contracts, Owner may terminate this Contract with sixty (60) days prior written notice to Contractor, upon the occurrence of :

- (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner, (b) Contractor's Reimbursable Costs for Services exceeding 110% of the approved Annual Budget with respect to Reimbursable Costs, for any 2 consecutive Contract Years, where such overruns are the fault of, or due to the negligent operation of the Project by, Contractor, (c) a determination by Owner that, for any reason, it no longer intends to continue operation of the Project or (d) a determination by Owner that it does not

wish to extend this Contract pursuant to Sub-Clause 8.1. If the Contract is terminated by Owner pursuant to this Section 8.4, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Operating Fees to and including the date of such termination under this Sub-Clause 8.4.

5.5 TERMINATION BY OWNER WITHOUT CAUSE

In addition to its rights set forth in this Clause 8, subject to the terms of any Project Contracts, Owner reserves the right to terminate this Contract without cause upon ninety (90) days written notice to Contractor. If the Contract is terminated by Owner pursuant to this Sub-Clause 8.5, Contractor shall be compensated for all Reimbursable Costs incurred by Contractor and all unpaid Annual Operating Fees to and including the date of such termination under this Sub-Clause 8.5. Such payments, together with the termination payment set forth in Sub-Clause 8.8, shall be Contractor's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Contractor.

5.6 TERMINATION BY CONTRACTOR

Subject to the terms of any Project Contracts, Contractor may terminate this Contract for cause upon fifteen (15) days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Contract and such failure is not cured within thirty (30) days of Owner's receipt of a notice from Contractor demanding cure (or, if not curable within thirty (30) days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

6 WARRANTY

6.1 VENDOR'S WARRANTIES

For Owner's benefit, Contractor shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, Owner releases Contractor from any further liability arising in respect of such equipment, material or services (other than the Services) to the extent such liability is covered by any such warranty. Contractor itself shall not be liable for any such warranties or for any defects or damage caused by such equipment, material or services (other than the Services). Upon Owner's request, Contractor agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Contractor to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Contractor shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Contractor shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

7. ENVIRONMENTAL LIABILITY

- (a) **Contractor Liability:** Contractor shall not be responsible for claims directly or indirectly related to hazardous materials present at the Project before the date of this Contract, except to the extent Contractor acted with respect to such materials in a grossly negligent manner. Owner shall defend, indemnify and hold Contractor harmless against such claims, except to the extent such claims arise from Contractor's grossly negligent or intentional acts.
- (b) **Owner's Liability:** Owner shall not be responsible for claims directly related to hazardous materials at the Project arising out of the grossly negligent or intentional acts of Contractor. This provision of the Contract shall not be construed to require Contractor to take corrective action with respect to any hazardous materials at the Project before the date of this Contract.
- (c) **Governmental Actions:** If action is required at the Project to comply with any applicable environmental laws during the term of this Contract, Owner (with Contractor's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Contractor only with Owner's prior written consent, unless a governmental authority requires Contractor to incur such costs and expenses prior to obtaining such written consent.
- (d) **Survival:** The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Contract shall survive termination or expiration of this Contract, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the members, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such party.
- (e) **Exclusivity.** The provisions of this Contract constitute Contractor's and Owner's exclusive liability, respectively, to each other, and Contractor's and Owner's exclusive remedy, respectively, with respect to the Services to be performed hereunder and Owner hereby releases Contractor performing Services hereunder, and Contractor hereby releases Owner performing its obligations hereunder, from any further liability.

8 RESOLUTION OF DISPUTES

8.1 Resolution through Discussions

If any dispute or difference of any kind (a Dispute") arises between Owner and Contractor in connection with, or arising out of, this Contract, the Owner and Contractor within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Contractor shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute

within five (5) calendar days, the Dispute shall be referred within two (2) calendar days of the lapse of the five (5) calendar day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Contract until the responsible senior management of Owner and Contractor have had at least five (5) Business Days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this Clause, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

8.2 Arbitration

Any Dispute arising out of, or in connection with, this Contract and not settled by the procedure prescribed in Sub-Clause 14.1, shall (regardless of the nature of the Dispute) be finally settled in accordance with Arbitration Act 1940 as amended or any statutory modification or re-enactment thereof for the time being in force the place of arbitration shall be as mentioned in PCC.

8.3 Continued Performance

During the pendency of any arbitration, Contractor and Owner shall continue to perform their obligations under this Contract.

9 MISCELLANEOUS PROVISIONS

9.1 Assignment

Neither Owner nor Contractor party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto, except that this Contract may be assigned by Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or any purchaser of the Project upon the exercise of remedies under a Project Contract.

9.2 Access to Project

(a) Owner: Owner, and their respective agents and representatives shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of Owner, or their respective agents and representatives, Contractor shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

(b) Cooperation: During any such inspection or review of the Project, each of Owner, and their respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Contractor's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Contractor's activities. Contractor agrees to cooperate fully with Owner, and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

9.3 Force Majeure

If either Owner or Contractor is rendered wholly or partially unable to perform its obligations under this Contract (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

9.4 Amendments

No amendments or modifications of this Contract shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

9.5 No Waiver

It is understood and agreed that any delay, waiver or omission by Owner or Contractor with respect to enforcement of required performance by the other under this Contract shall not be construed to be a waiver by Owner or Contractor of any subsequent breach or default of the same or other required performance on the part of Owner or Contractor.

9.6 Notices

All notices required or permitted under this Contract shall be in writing and shall be given to each party at its address given in PCC.

9.7 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Contractor or Owner arising from Contractor's failure to operate and maintain the Project in accordance with applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Clause 11, be the sole responsibility of Contractor and shall not be deemed a Reimbursable Cost.

9.8 Representations and Warranties

Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated hereby;

(b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Contract, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Contract.

9.9 Counterparts

The parties may execute this Contract in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

9.10 Governing Law

This Contract is executed and intended to be performed as mentioned in PCC and the laws of country shall govern its construction, interpretation and effect.

9.11 Partial Invalidity

If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Contract shall remain in full force and effect and in no way be affected, impaired or invalidated.

9.12 Captions

Titles or captions of Clauses contained in this Contract are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Contract or the intent of any provision hereof.

9.13 Amounts

All amounts of money in this Contract are denominated in the currency as mentioned in PCC.

9.14 Performance Security

The Contractor shall provide Performance Security in the currency and amount, as mentioned in PCC, to the Owner before signing the Contract. The security shall be in the form of CDR, which shall be valid 28 days beyond the Term of the Contract.

PARTICULAR CONDITIONS OF CONTRACT

- 1.2. Commencement Date” means the date of issuance of “Notice to Commence” which shall be issued within Seven (07) days of signing of Contract Agreement and submission of performance Security in the form and amount stipulated in Clause 9.14 hereof.
- 2.1. Project” means “Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore”.

The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Chiller within the Time for Completion. The Contractor shall also provide all necessary Contractors’ Equipment, superintendence, labor and all necessary facilities therefor.”

The time for the Completion for whole of the Works is thirty (30) days.

- 4.1. Contract Price” means the sum stated in the Letter of Award as payable to the Contractor for the execution and completion of the Works.

The Total Contract Price shall be paid as follows

- a. Twenty percent (20%) of total amount as non-recoverable advance shall be paid after execution of Contract Agreement on prescribed form by the Parties hereto submission of acceptable performance security by the Contractor, Team mobilization at site and receipt of Contractor’s invoice for advance payment.
- b. Sixty percent (60%) of total amount shall be paid after dismantling, replacement and reinstallation of screw compressor bearing set at site, replacement of compressor gas kits, Replacement of compressor oil filters, oil charging, Male and Female screw polish, Male Pressure Plate Facing and grinding and screw calibration.
- c. Twenty Percent (20%) of the total amount shall be paid upon successful testing and commissioning of chiller up to satisfaction of Owner.

The rates and prices quoted by the Contractor in the Schedule of Prices shall not be subject to adjustments for changes in costs and shall remain fix and firm during the currency of the Contract.

6. The Warranty Period is Sixty (60) days beyond the completion date of Works.

The Contractor warrants that the Goods, supplied under the Contract are new, unused and incorporate all recent improvements in design and materials

unless provided otherwise in the Contract. The Contractor further warrants that the Goods shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the Goods in the conditions existing at the Site.

7. In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all the works in connection with the Contract shall be carried out in compliance with the safety requirements of the Government of Pakistan.
8. Any dispute or difference arising out of this Contract which cannot be amicably settled between the parties, shall be finally settled under the provisions of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and rules made thereunder as amended from time to time. The venue of arbitration shall be Lahore, Pakistan

9.6 Complete address of the Owner:

Manager General Services
Coordination Division,
NESPAK House 1-C,
Block-N, Model Town
Extension, Lahore-54700.
Tel: 092-42-99231944 / 99090000, Ext: 545,
Fax:0092-42-99231950

9.10 The Contractor shall comply with the laws of Islamic Republic Pakistan

Governing Law shall be laws of Islamic Republic of Pakistan.

9.13 All amounts of money shall be dominated in currency of Islamic Republic of Pakistan i.e., Pak Rupees.

9.14 The **Performance Security** shall be in the Pak Rupees for an amount equal to 10% of the Contract Price in the form of CDR from a scheduled bank in Pakistan in the favour of National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (The Owner). The performance Security shall be valid until the Contractor has executed and completed the works in accordance with the Contract. The performance security shall be returned to the Contractor within fourteen (14) days after the expiry of warranty period.

FORM OF CONTRACT AGREEMENT

This Contract AGREEMENT (hereinafter called the "Agreement") is made and entered into the _____ day of _____ (month) 20--- by and between the national Engineering Services Pakistan (Pvt.) Ltd. (hereinafter called the "Owner"), and _____ (hereinafter called the "Contractor").

WHEREAS, Owner owns HVAC system installed at NESPAK House, Lahore ("Project") and desires to contract for Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House, 1-C, Block-N, Model Town Extension, Lahore.

WHEREAS, Contractor has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement,

NOW this Agreement witnesseth 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 Acceptance;
 - c) The completed Form of Bid;
 - d) The General Conditions of Contract;
 - e) The Particular Conditions of Contract;
 - f) The priced Schedule of Prices;
 - g) Completed Appendices to Bid;
3. In Consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Owner to execute the Works in conformity and in all respects with the provisions of the Contract.;
4. The Owner hereby covenants to pay the Contractor, in consideration of the Supply & Replacement of One NO. TRANE Chiller Compressor Bearings and Associated Maintenance Works installed at NESPAK House as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

[National Engineering Services Pakistan (PVT) Limited]

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address:

[The Contractor]

By: _____

Witness: _____

Name:
Title:
Seal:

Name:
Address: