Standard Bidding Document

OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD
(Non-Consultancy Services)

National

Single Stage-One Envelope

November 02, 2026

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Table of Contents

PROCUREMENT NOTICE 1

Instructions to Bidders 3

Bid Data Sheet 26

Bids Data Sheet (BDS) 27

Eligibility Criteria 32

Evaluation Criteria 33

Required Services 34

Related Services : 35

Services Specifications 36

Scope of Work 37

Brief Description 37

Price Schedule 38

General Conditions of Contract 40

Special Conditions of Contract 50

Bid Securing Declaration 55

Contract Form 57

Integrity Pact 60

Performance Guarantee Form 62

Annexure 65

TOC 66

Schedule of Prices 66

summary of content 66

Invitation of bids 66

Instruction to Bidders 66

App to IBs 66

Form of Bid 67

App. to Bids 67

Appendix-H Equipment - tech input 67

GCC 67

PCC 67

Standard Forms 68

Special_Provisions 68

Technical Provisions 68

Log Sheets-2 68

Procurement Forms 69

Additional Forms and Documents 72

PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK))** has reserved Funds for the procurement planned for FY **2026-27**. The **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD**" with the reference of **"P174528"**

2. The **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/174528**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, November 13, 2026 03:00 PM**. E-bids will be opened on the same day at

Friday, November 13, 2026 03:30 PM. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-One Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. **Source of Funds**

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. **Fraud & Corruption**

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. **Eligible Bidders**

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. **Qualification of the Bidder**

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. **Contents of Standard Bidding Document**

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider’s risk and may result in the rejection of his bids.

7. **Clarifications**

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8 .**

7.4. If indicated **in the BDS**, the bidder’s designated representative is invited at the bidder’s cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

The alteration or modification in the bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. **Amendment of Bidding documents**

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. **Documents Establishing Eligibility of the Services and Conformity to bidding documents**

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of itsbid, all those documents establishing the bidder’s eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder’s eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder’s qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. **Form of Bid**

12.1. **The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.**

13. **Bids Prices**

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. **Price Adjustment**

14.1. Price adjustment shall not be applicable on the contract with less then 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. **Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government’s minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.**

15. **Bids Currencies**

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. **Bid Validity Period**

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. **Bid Security or Bid Securing Declaration**

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders’ Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. **The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.**

18. **Alternative Bids by Bidders**

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. **Format and Signing of Bids**

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. **Submission of Bids through EPADS v2.0 before Dead deadline**

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

22.1. As per Rule 10 of Public Procurement Rules, 2026
(PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. **Opening & Evaluation of Bids by the Bid Evaluation Committee**

23.1. As per Rule 11 of Public Procurement Rules, 2026
(PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. **Third Party Validation**

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2026,** procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline**.**

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. Confidentiality

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. **Preliminary Examination of Bids**

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. **Examination of Terms and Conditions, Technical Evaluation**

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21,** to confirm that all requirements specified in **Section V – Evaluation Criteria, Technical Specifications and Schedule of Requirements**,prescribed inthe bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21,** it shall reject the bids.

30. **Correction of Errors**

30.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14.**

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. **Evaluation of Bids**

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21.**

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30;**

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS.**

33. **Determination of Most Advantageous Bids**

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. **Abnormally Low Financial Bids**

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. **Rejection of Bids**

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. **Cancellation of procurement**

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. **Single Responsive Bid**

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. **Alternate Dispute Resolution (ADR)**

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. **Arbitration Clause**

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. **Fee of the Arbitrator**

40.1. The fee shall be specified in PKR as detrmined by the Appointing Authority and shall be shared equally by each party.

41. **Socio-economic development**

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. **Environmental objectives**

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. **Appointment of Contract Manager**

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. **Criteria of Award**

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. **Procuring Agency’s Right to reject All Bids**

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

46. **Procuring Agency’s Right to Vary Quantities at the Time of Award**

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. **Notification of Award**

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32.**

48. **Signing of Contract**

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. **Performance Guarantee**

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. **Advance Payment**

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. **Arbitration**

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. **Corrupt & Fraudulent Practices**

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report:Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK))**

The subject of procurement is: **OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD**

Expected commencement date: **Wednesday, December 2, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P174528**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, November 10, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Bid security in original must be submitted at NESPAK House, 5th Floor, G-5/2, Islamabad before closing date and time and scanned form of the same must be uploaded while submitting the bid on EPADS.

2. The bidder MUST submit an UNDERTAKING on a stamp paper of a value not less than Rs. 100/-, declaring that the firm has never been blacklisted by any Government, Semi-Government, Autonomous, or Public Sector Organization. If, at any stage, the Procuring Agency (PA) discovers that the bidder has furnished any false, misleading, or misrepresented information in this regard, the PA shall have the right to reject the bid and take further action in accordance with the applicable PPRA Rules.

BDS Clause Number 7
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.
see section price schedule.

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 16.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **NESPAK Regional Office-Islamabad**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Demand Draft**

BDS Clause Number 15
ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for 180+28 = 208 days.

BDS Clause Number 16
ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

NESPAK House G-5/2, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, November 13, 2026 03:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Friday***

Date: ***Friday, November 13, 2026***

Time *:* ***03:30 PM***

BDS Clause Number 19
ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

The Performance guarantee shall: **10.00%**.

The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

BDS Clause Number 21
ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
FBR (NTN)
FBR (GSTN)
PEC

Eligibility Criteria	Document
Must be on ATL of FBR for Income Tax and Sales Tax	Yes
PEC Registration must be of O-6 or above category	Yes
In the event of any conflict, inconsistency, discrepancy, or contradiction between the generic clauses of the EPADS V2 system and the terms, conditions, requirements, or any other details specified in the bidding documents issued by the Procuring Agency, the terms, conditions, requirements, and other provisions of the Procuring Agency's bidding documents shall prevail and take precedence over the generic clauses of the EPADS V2 system.	No

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD	**Address:** NESPAK House G-5/2, Islamabad Capital Territory **Schedule:** 365 Days **Quantity:** 01/job	1/job	500000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD

Specifications / Requirements:

HVAC SYSTEM REPAIR/MAINTENANCE SERVICES OF SPLIT AIR CONDITIONERS PERIODIC CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES OF DIESEL GENERATORS (2 Nos. of 400 KVA each) CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES RELATED TO BUILDING ELECTRIFICATION SYSTEM, WATER PUMPS & WATER SUPPLY SYSTEM CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES RELATED TO BUILDING ELECTRIFICATION SYSTEM, WATER PUMPS & WATER SUPPLY SYSTEM

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

The Operator shall be responsible for the operation & maintenance of the complete air conditioning plant along with split air-conditioning units, Diesel Gen. sets, building electrification system, water pumps & building water supply system, complete servicing and maintenance of all equipment, controls, components and accessories including minor repairs and annual servicing. Major repairs, when required, are not included in the Scope of Work.

Brief Description

The Operator shall be responsible for the operation & maintenance of the complete air conditioning plant along with split air-conditioning units, Diesel Gen. sets, building electrification system, water pumps & building water supply system, complete servicing and maintenance of all equipment, controls, components and accessories including minor repairs and annual servicing. Major repairs, when required, are not included in the Scope of Work.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. **“**Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. “Party” means the Procuring Agency or the Contractor, as the case may be, and “Parties” means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Services.

2. **Applicable Law**

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. **Language**

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractorand the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC** . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. **Notices**

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

5. **Location**

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in **SCC.**

6. **Authorized Representatives / Authority of Member in charge**

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

7. **Effectiveness of Contract**

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the **SCC.**

8. **Commencement of Services**

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

9. **Program schedule**

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. **Starting Date/Expiration Date**

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC.**

11. **Entire Agreement**

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. **Modification**

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. **Force Majeure**

13.1. **Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Contractor and which makes a Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. **No Breach of Contract**

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

13.3. **Extension of Time**

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

13.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. **Termination**

14.1. **By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. **Law Applicable to Services**

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. **Contractor and Affiliates Not to be Otherwise Interested in Project**

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

16.3. **Prohibition of Conflicting Activities**

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. **Contractor's Actions Requiring Procuring Agency's Prior Approval**

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. **Liquidated Damages**

20.1. **Payments of Liquidated Damages**
The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. **Correction for Over-payment**
If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC.**

20.3. **Lack of performance penalty**

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. **Performance Guarantee**

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC**.

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. **Sustainable Procurement**

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. **Description of Personnel**

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. **Removal and / or Replacement of Personnel**

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the **SCC.**

26. **Services and Facilities**

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. **Contract Price**

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the **SCC**.

28. **Terms and Conditions of Payment**

28.1. Payments will be made to the Contractor according to the payment schedule stated in the **SCC** and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the **SCC**, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the **SCC.** Any other payment shall be made after the conditions listed in the **SCC** for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. **Quality Control Identifying Defects**

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the **SCC.** The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the **SCC**.

30. **Correction of Defects, and Lack of Performance Penalty**

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect NESPAK House G-5/2, Islamabad Capital Territory

Contractor is:

The title of the subject procurement is:OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD

Number of GC Clause 2

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect NESPAK House G-5/2, Islamabad Capital Territory
+92-333-503-2367
nespakro@outlook.com

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect
NESPAK House G-5/2, Islamabad Capital Territory
+92-333-503-2367
nespakro@outlook.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within ….. days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16**.**

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **0.02%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **NESPAK Regional Office-Islamabad**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Bank Guarantee

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P174528***

To: **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect NESPAK House G-5/2, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect NESPAK House G-5/2, Islamabad Capital Territory**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **OPERATION AND MAINTENANCE (O & M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD (*P174528*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (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 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:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency's Letter of Acceptance; and
8. [*add here: any other documents*]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 _____the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……

Signed, sealed, delivered by _____the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……

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Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan 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 Supplier] represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **NESPAK Regional Office-Islamabad (National Engineering Services Pakistan (NESPAK)), Senior Architect NESPAK House G-5/2, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

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Annexure

TOC

Information (Read-Only)

See Form Under Additional Forms and Documents: **TOC** (page number: 73)

Schedule of Prices

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Schedule of Prices** (page number: 85)

summary of content

Information (Read-Only)

See Form Under Additional Forms and Documents: **summary of content** (page number: 88)

Invitation of bids

Information (Read-Only)

See Form Under Additional Forms and Documents: **Invitation of bids** (page number: 89)

Instruction to Bidders

Information (Read-Only)

See Form Under Additional Forms and Documents: **Instruction to Bidders** (page number: 90)

App to IBs

Information (Read-Only)

See Form Under Additional Forms and Documents: **App to IBs** (page number: 107)

Form of Bid

Information (Read-Only)

See Form Under Additional Forms and Documents: **Form of Bid** (page number: 117)

App. to Bids

Information (Read-Only)

See Form Under Additional Forms and Documents: **App. to Bids** (page number: 119)

Appendix-H Equipment - tech input

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Appendix-H Equipment - tech input** (page number: 130)

GCC

Information (Read-Only)

See Form Under Additional Forms and Documents: **GCC** (page number: 132)

PCC

Information (Read-Only)

See Form Under Additional Forms and Documents: **PCC** (page number: 154)

Standard Forms

Information (Read-Only)

See Form Under Additional Forms and Documents: **Standard Forms** (page number: 157)

Special_Provisions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Special_Provisions** (page number: 163)

Technical Provisions

Information (Read-Only)

See Form Under Additional Forms and Documents: **Technical Provisions** (page number: 175)

Log Sheets-2

Information (Read-Only)

See Form Under Additional Forms and Documents: **Log Sheets-2** (page number: 177)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

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
IB.3	Eligible Goods and Services	IB-1
IB.4	Cost of Bidding	IB-1
	B. BIDDING DOCUMENTS	
IB.5	Contents of Bidding Documents	IB-2
IB.6	Clarification of Bidding Documents	IB-2
IB.7	Amendment of Bidding Documents	IB-3
	C. PREPARATION OF BIDS	
IB.8	Language of Bid	IB-3
IB.9	Documents Comprising the Bid	IB-3
IB.10	Form of Bid and Schedules	IB-4
IB.11	Bid Prices	IB-4
IB.12	Currencies of Bid and Payment	IB-4
IB.13	Documents Establishing Bidder's Eligibility and Qualification	IB-5
IB.14	Documents Establishing Good's Eligibility and Conformity to Bidding Documents	IB-6
IB.15	Bid Security	IB-7
IB.16	Validity of Bids	IB-8
IB.17	Format and Signing of Bid	IB-8
	D. SUBMISSION OF BIDS	
IB.18	Sealing and Marking of Bids	IB-9
IB.19	Deadline for Submission of Bids	IB-9
IB.20	Late Bids	IB-10
IB.21	Modification, Substitution and Withdrawal of Bids	IB-10
	E. BID OPENING AND EVALUATION	
IB.22	Bid Opening	IB-10
IB.23	Clarification of Bids	IB-11

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IB.24	Preliminary Examination & Determination of Responsiveness of Bids	IB-11
IB.25	Conversion to Single Currency	IB-12
IB.26	Detailed Evaluation of Bids	IB-13
IB.27	Domestic Preference	IB-14
IB.28	Process to be Confidential	IB-14

F. AWARD OF CONTRACT

IB.29	Post-Qualification	IB-15
IB.30	Award Criteria	IB-15
IB.31	Owner's Right to Vary Quantities	IB-15
IB.32	Owner's Right to Accept any Bid and to Reject any or all Bids	IB-15
IB.33	Notification of Award	IB-15
IB.34	Performance Security	IB-16
IB.35	Signing of Contract Agreement	IB-16

G. ADDITIONAL INSTRUCTIONS

IB.36	Instructions not Part of Contract	IB-16
IB.37	Contract Documents	IB-16
IB.38	Sufficiency of Bid	IB-16
IB.39	One Bid per Bidder	IB-16
IB.40	Bidder to Inform Himself	IB-17
IB.41	Alternate Proposals by Bidder	IB-17
IB.42	Local Conditions	IB-17
IB.43	Pre-bid Meeting	IB-17
IB.44	Integrity Pact	IB-17

H. APPENDICES

Appendix A to Instructions to Bidders Name of Eligible Countries	AP-1
Appendix B to Instructions to Bidders: Evidence of Bidder's Capability	AP-2
Appendix C to Instructions to Bidders Domestic Goods (Value added in Pakistan)	AP-21

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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: Reimbursable Costs	B-1
Appendix C to Bid: Notice and Communication Protocols	C-1
Appendix D to Bid: Work/Services to be Performed by Subcontractors	D-1
Appendix E to Bid: Method of Performing Works/Services	E-1
Appendix F to Bid: Proposed Organization	F-1
Appendix G to Bid: Integrity Pact	G-1
Appendix H to Bid: List of Equipment	H-1
Schedule of Prices	S-1

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

GENERAL CONDITIONS OF CONTRACT

Clause No.	Description	Page No.
Clause 1	**Agreement**	
1.1	Agreement	GC-1
1.2	Effective Date and Term	GC-1
1.3	Relationship of the Parties	GC-1
1.4	Representatives	GC-2
1.5	Integrity Pact	GC-2
Clause 2	**Definitions**	
2.1	Definitions	GC-2
Clause 3	**Services**	
3.1	Scope of Services	GC-4
3.2	Standards for Performance of the Services	GC-4
3.3	Operator's Personnel Standards	GC-4
3.4	Compliance	GC-4
3.5	Operating Records and Reports	GC-5
3.6	No liens or Encumbrances	GC-5
3.7	No Action	GC-5
3.8	Emergency Action	GC-5
3.9	Action in Extraordinary Circumstances	GC-5
Clause 4	**Owner Responsibilities**	
4.1	Information	GC-6
4.2	Overhaul of Major Equipment and Capital Improvements	GC-6
4.3	Annual Budget and Project Operating Plan	GC-6
Clause 5	**Compensation and Payment**	
5.1	Payments	GC-6
5.2	Annual Operating Fee	GC-6

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Clause No.	Description	Page No.
5.3	Reimbursable Costs	GC-7
5.4	Adjustment and Conditions	GC-8
5.5	Billing and Payment	GC-8
Clause 6	**Procedures, Plans and Reporting**	
6.1	Procedures manual	GC-8
6.2	Annual Project Operating Budget and Plan	GC-8
6.3	Operating Data and Records	GC-10
6.4	Accounts and Reports	GC-10
6.5	Additional Communications	GC-11
Clause 7	**Limitations on Authority**	
7.1	General Limitations	GC-11
7.2	Execution of Documents	GC-12
Clause 8	**Term and Termination**	
8.1	Term	GC-12
8.2	Immediate Termination By Owner	GC-12
8.3	Termination Upon Notice By Owner	GC-13
8.4	Other Termination Upon Notice By Owner	GC-13
8.5	Termination By Owner Without Cause	GC-14
8.6	Termination By Operator	GC-14
8.7	Project Condition at End of Term	GC-14
8.8	Termination Payment	GC-14
Clause 9	**Warranty**	
9.1	Vendor's Warranties	GC-15
Clause 10	**Indemnification and Liabilities**	
10.1	Indemnification	GC-15
10.2	Environmental Liability	GC-16

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Clause No.	Description	Page No.
Clause 11	**Limitations of Liability**	
11.1	Limitations of Liability	GC-16
Clause 12	**Confidentiality**	
12.1	Operator	GC-17
12.2	Owner	GC-17
12.3	Exceptions	GC-18
12.4	Required Disclosure	GC-18
Clause 13	**Title, Documents and Data**	
13.1	Materials and Equipment	GC-18
13.2	Documents	GC-18
13.3	Reviews By Owner	GC-18
13.4	Proprietary Information	GC-19
Clause 14	**Resolution of Disputes**	
14.1	Resolution through Discussions	GC-19
14.2	Arbitration	GC-19
14.3	Continued Performance	GC-19
Clause 15	**Miscellaneous Provisions**	
15.1	Assignment	GC-19
15.2	Access to Project	GC-20
15.3	Force Majeure	GC-20
15.4	Amendments	GC-20
15.5	Survival	GC-20
15.6	No Waiver	GC-20
15.7	Notices	GC-21
15.8	Fines and Penalties	GC-21
15.9	Representations and Warranties	GC-21
15.10	Counterparts	GC-21
15.11	Governing Law	GC-21

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Clause No.	Description	Page No.
15.12	Partial Invalidity	GC-21
15.13	Captions	GC-22
15.14	Amounts	GC-22
15.15	Performance Guarantee	GC-22

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PARTICULAR CONDITIONS OF CONTRACT

Clause No.	Description	Page No.
1	AGREEMENT	PC-1
2	DEFINITIONS	PC-1
3	SERVICES	PC-1
5	COMPENSATION & PAYMENT	PC-2
8	TERM & TERMINATION	PC-2
12	CONFIDENTIALITY	PC-2
14	RESOLUTION OF DISPUTES	PC-2
15	MISCELLANEOUS PROVISIONS	PC-2

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STANDARD FORMS

Form of Bid Security (Bank Guarantee)	BS-1
Form of Contract Agreement	CA-1
Form of Performance Security (Bank Guarantee)	PS-1

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SPECIFICATIONS

SPECIAL PROVISIONS

CLAUSE #	TITLE	PAGE #
SP-01	Location of Project	SP-1
SP-01.1	HVAC SYSTEM (NESPAK HOUSE)	SP-1
SP-01.3	SERVICE CONDITIONS FOR AUXILIARIES	SP-1
SP-01.4	UNITS	SP-2
SP-02	WORK BY THE CONTRACTOR	SP-2
SP-02.1	SCOPE OF WORK	SP-2
SP-02.2	PLANT OPERATION	SP-4
SP-02.3	PREVENTIVE MAINTENANCE	SP-4
SP-02.4	ANNUAL MAINTENANCE AND SERVICING	SP-4
SP-02.4.1	CHILLER	SP-5
SP-02.4.2	COOLING TOWER	SP-5
SP-02.4.3	WATER PUMPS	SP-5
SP-02.4.4	AIR HANDLING UNIT	SP-5
SP-02.4.5	FANS	SP-5
SP-02.4.6	AIR FILTER	SP-5
SP-02.4.7	AUTOMATIC CONTROLS	SP-6
SP-02.4.8	ELECTRIC MOTOR AND STARTERS	SP-6
SP-02.4.9	ELECTRIC CONTROL BOARDS AND ELECTRIC SYSTEM	SP-6
SP-02.4.10	EXPANSION TANKS	SP-6
SP-02.4.11	AIR DISTRIBUTION SYSTEM	SP-6
SP-02.4.12	PIPING SYSTEM	SP-6
SP-02.4.13	OPERATION, PREVENTIVE MAINTENANCE AND INSPECTION PERIODS OF ABSORPTION CHILLER	SP-6
SP-02.4.13.1	INSPECTION OF ABSORPTION CHILLER	SP-6
SP-02.4.13.2	ANNUAL SERVICING OF ABSORPTION CHILLER	SP-7
SP-02.4.14	PREVENTIVE MAINTENANCE AND INSPECTION OF HVAC SYSTEM	SP-8
SP-02.4.15	REPAIR/MAINTENANCE SERVICES OF SPLIT AIR CONDITIONERS	SP-10

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CLAUSE #	TITLE	PAGE #
SP-02.4.16	PERIODIC CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES OF DIESEL GENERATORS (2 Nos. of 400 KVA each)	SP-11
SP-02.4.17	**PAINTING**	
SP-03	MAINTENANCE STAFF	SP-11
SP-04	MAINTENANCE TOOLS, PLANT & INSTRUMENTS	SP-11

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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SPECIFICATIONS

TECHNICAL PROVISIONS

CLAUSE #	TITLE	PAGE #
1-01	WORKMANSHIP	TP-1
1-02	CUTTING, PATCHING AND REPAIRING	TP-1
1-03	PROTECTION	TP-1
1-04	CHEMICALS FOR CHILLED/ HOT WATER AND CONDENSER WATER	TP-1
1-05	OIL AND GREASES	TP-1
1-06	MAJOR HVAC EQUIPMENT	TP-1

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PREAMBLE TO SCHEDULE OF PRICES

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with the Technical and Special Provisions.

1.2 The Contract shall be for the whole of the Works/Services as described in these Bidding Documents. Bids must be for the complete scope of Works/services.

2. Description

2.1 The general directions and descriptions of works/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 - in the Schedule of Prices.

3. Units & Abbreviations

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

	Abbreviation
Pakistani Rupees	PKR
Calendar Month	Month

4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, 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 Works/Services set forth after deduction of rates and amounts entered in the Schedule of Prices for dismantling/ disposal works (if applicable) or implied in the Contract; except for the amounts reimbursable, to the Contractor under the Contract.

4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.

4.3 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.

4.4 Notwithstanding that any details, accessories, etc., required for the complete satisfactory operation of the Project, are not specifically mentioned in the Technical and Special Provisions, such details shall be considered as included in the Contract Price.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SCHEDULE OF PRICES

Sr. No.	Description	Unit	Qty	Rate (PKR)	Amount (PKR)
1	Operation & Maintenance services charges/cost per month for the first Contract year (1-12)	Month	12		
2	Operation & Maintenance services charges/cost per month for the second Contract year (13-24).	Month	12		
3	Operation & Maintenance services charges/cost per month for the third Contract year (25-36)	Month	12		
	TOTAL BID PRICE	PKR (Pak Rupees ……) in words			

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.

BIDDING DOCUMENTS FOR

OPERATION AND MAINTENANCE (O & M)

OF

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM

AT

NESPAK HOUSE, ISLAMABAD

SUMMARY OF CONTENTS

	Subject	Page No.
(i)	INVITATION FOR BIDS	01
(ii)	INSTRUCTIONS TO BIDDERS & APPENDICES to ITB	IB-1
(iii)	APPENDICES to INSTRUTION TO BIDDERS	AP-1
(iv)	FORM OF BID & APPENDICES TO BID	FT-1
(v)	SCHEDULE OF PRICES	S-1
(vi)	GENERAL CONDITIONS OF CONTRACT	GC-1
(vii)	PARTICULAR CONDITIONS OF CONTRACT	PC-1
(viii)	STANDARD FORMS	BS-1
(ix)	SPECIAL PROVISIONS	SP-1
(x)	TECHNICAL PROVISIONS	TP-1
(xi)	OPERATION & MAINTENANCE PROFORMAS	sheets
(xii)	DRAWINGS	1 set

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

OPERATION AND MAINTENANCE (O & M)
OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM
AT NESPAK HOUSE, ISLAMABAD

INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. National Engineering services Pakistan (Pvt.) Ltd. (NESPAK) (the "Employer") has arranged funds from its own resources towards the cost of O&M of HVAC System at NESPAK Islamabad and it is intended that part of the proceeds of this funding will be applied to eligible payments under the Contract for the O&M of said HVAC works. Bidding is open to all eligible Bidders.

2. The Employer invites electronic bids through EPADS 2.0 on single stage single envelope bidding procedure basis from eligible bidders duly licensed by the Pakistan Engineering Council (PEC) in the category **O-6 or higher (relevant to the work/services)**, registered with Income Tax Department, and who are on Active Taxpayers List of the Federal Board of Revenue.

3. e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS (www.eprocure.gov.pk), PPRA (www ppra.org.pk) & NESPAK (www.nespak.com.pk) websites.

4. Bids must be accompanied by a Bid Security in the amount of PKR 500,000 (Pak Rupees Five Hundred Thousand only) in favour of M/s NESPAK (Pvt.) Ltd. Bids must be submitted by using EPADS 2.0 on or before 1500 hours, on November 13 , 2026. Manual bids, shall not be accepted. Electronic Bids will be opened at 1530 hours on the same day, in the presence of bidders' representatives who choose to attend at the same address. This invitation is also available on websites of National Engineering services Pakistan (Pvt.) Ltd. (www.nespak.com.pk) and PPRA (www.ppra.org.pk).

5. Bidders wishing to offer discounts, shall be allowed to do so, provided those discounts are included in the Bids on EPADS 2.0.

6. Scanned copies of all documents as mentioned in the Bidding Documents shall be uploaded through E-PADS 2.0 while submitting e-bid. However, original Bid Security instrument amounting to PKR 500,000 must be submitted to below mentioned office, on or before the deadline for submission of Bids stated herein above otherwise such Bid(s) shall be rejected.

7. NESPAK reserves the right to reject all bids according to provision of Rule 33 of PPRA.

General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

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 Works/Services:

"Operation and maintenance of Central Heating, Ventilation and Air Conditioning (HVAC) System including all its accessories/peripheral equipment at NESPAK House, Islamabad".

Bidders must quote for the complete scope of Works/Services. Any bid covering partial scope of Work/Services will be rejected as non-responsive, pursuant to Clause IB.24.

This bidding process is being conducted through EPADS on single stage one envelope bidding procedure.

IB.2 Eligible Bidders

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

a) Duly licensed by the Pakistan Engineering Council (PEC) in the category **O-6 or higher (relevant to the work/services)**.

b) Registered with Income Tax Department and is on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR).

c) All partners constituting the Bidder including proposed subcontractors do not appear in the list of debarred/ blacklisted firms and individuals on the websites of PEC and Federal & Provincial Procurement Regulatory Authorities and have not been declared debarred/ blacklisted by foreign country, international organizations or other foreign institutions.

IB.3 Eligible Goods and Services

3.1 All Goods and Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

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IB.4 Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its respective bid and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

5.1 In addition to Invitation to Bid, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause IB.7.

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

   Appendices to Bid are the following:

   (i) Appendix A: Scope of Services
   (ii) Appendix B: Reimbursable Costs
   (iii) Appendix C: Notice and Communication Protocols
   (iv) Appendix D: Works/Services to be performed by Subcontractors (Not Used)
   (v) Appendix E: Method of Performing Works/Services
   (vi) Appendix F: Proposed Organization
   (vii) Appendix G: Integrity Pact
   (viii) Appendix H: List of Equipment

3. Schedule of Prices
4. General Conditions of Contract, Part-I (GCC)
5. Particular Conditions of Contract, Part-II (PCC)
6. Standard Forms

   (i) Form of Bid Security
   (ii) Form of Contract Agreement
   (iii) Form of Performance Security

7. Special Provisions
8. Technical Provisions
9. Operations and Maintenance (O&M) Performas.

5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause IB.24, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

6.1 Any request for clarification from the bidder to be uploaded through EPADS, and the Employer shall respond on EPADS.

The Bidders are requested to submit questions, if any, in writing on EPADS so as to reach the Employer not later than five (5) days prior to the deadline for the submission of bids.

Owner:
General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

Owner will examine the request for clarification of the Bidding Documents which it receives not later than five (05) days prior to the deadline for the submission of bids on EPADS and if needed will issue the clarification/amendment of the Bidding Documents at least three (3) days before the date of submission of Bids on EPADS (without identifying the source of enquiry but including its description) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum through EPADS.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 5.1 hereof, through EPADS. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer on EPADS. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his bid.

7.3 Such addendum shall be issued not later than three (03) days prior to the deadline for submission of bids, To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Owner may at its discretion extend the deadline for submission of bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

8.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged by the Bidder and the Owner shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in any other language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

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IB.9 Documents Comprising the Bid

9.1 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, in accordance with Clause IB.17.

(c) Appendices (A to H) to Bid and Appendix B to ITB duly filled and signed, in accordance with the instructions contained therein.

(d) Schedule of Prices completed in accordance with Clauses IB.11 and 12.

(e) Bid Security furnished in accordance with Clause IB.15.

(f) Power of Attorney in accordance with Clause IB 17.5.

(g) Joint Venture Agreement (Not Applicable).

(h) Documentary evidence established in accordance with Clause IB.13 that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.

(i) Documentary evidence established in accordance with Clause IB.14 that the Goods and Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents.

(j) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the bid.

IB.10 Form of Bid and Schedules

10.1 The Bidder shall complete, sign and seal the Form of Bid, Appendices (A to H, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

10.2 Not used.

IB.11 Bid Prices

11.1 The Bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the Works/Services to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.

11.2 The Bidder shall fill in rates and prices for all items of the Works/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.

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11.3 The Bidder's separation of price components in accordance with Sub-Clause 11.1 above, will be solely for the purpose of facilitating the comparison of Bids by the Owner and will not in any way limit its right to Contract on any of the terms offered.

11.4 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. When the Bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.

11.5 Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid and Payment

12.1 Prices shall be quoted in the following currencies:

(a) For Services which the Bidder will provide, the prices shall be quoted in the Pak. Rupees only.
(b) Not used

12.2 Not used
12.3 Not Used

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to Clause IB.9, 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.

13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is eligible as defined under Clause IB.2.

13.3 To be qualified for award of the Contract, the Bid shall include the following information:

a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business written power of attorney of the signatory of the Bid to commit the Bidder.

b) The Bidder should have an average annual turnover in the last three years equal to PKR five (05) Million (supportive documents including Bank Statements, updated audited Balance Sheets for last three (03) years. The latest financial statement shall be provided with verifiable UDIN and Bank Credit line to be submitted with the Bid). Alternatively, the Bidder should have successfully completed any two relevant projects with each project cost equal to or higher than ten (10) million in last ten years.

c) The Bidder has the financial and technical capability necessary to perform the Contract; and is able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.

d) Performance as prime Constructor/Operator on Works/Services of a similar nature and volume undertaken over the last ten (10) years, and details of other works in hand and contractual commitments; (Supporting documents work order, completion certificates etc., to be submitted with the Bid).

e) Information regarding any current litigation in which the Bidder is involved, the parties concerned, and disputed amount; and

13.4 (a) Bidder must possess at least ten (10) years in similar Services and provide evidence of the following experience.

The Bidder shall certify the capacity and capability for performing the Operation and Maintenance Works/Services, qualified man-power and production/delivery of quality materials according to bid specifications and delivery requirements. Bidder shall submit with the Bid all necessary documentation in this regard. The Owner will have the right to verify the particulars regarding the system and other related information furnished with the Bid and the Bidder thereof shall be liable for disqualification in the event of any misstatement/misrepresentation on their part.

The Bidder shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix B to these Instructions).

13.5 Joint Venture

Not Applicable. The Bidder shall submit the Bid in its sole capacity.

IB.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the Bidder proposes to perform under the Contract.

14.2 Not Used.

14.3 The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

a) A detailed description of the Goods/Services, essential technical and performance characteristics.

b) Complete set of technical information, description data, literature and drawings as required in accordance with Appendix A to Bid, Scope of Services. This will include but not to be limited to the following:

(i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.

(ii) Details of equipment and machinery with capacity.

(ii) Any other information which is required for evaluation purposes.

c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions.

14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Owner in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

15.1 Each Bidder shall furnish, as part of his bid, a Bid Security for an amount of **PKR 500,000** (Pak Rupees Five Hundred Thousand only).. Scanned copy of Bid Security to be attached on EPADS with Bid & original shall be submitted to the officer specified in the Invitation for Bid before the Bid Submission deadline, failing which such bid(s) shall be rejected.

15.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call/Pay Order 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.

15.3 The Bid Security is required to protect the Owner against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.

15.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Owner as non-responsive, pursuant to Clause IB.24.

15.5 The bid securities of unsuccessful Bidders will be returned upon award of the Contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.

15.6 The Bid Security of the successful bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.

15.7 The Bid Security may be forfeited:

(a) If a Bidder withdraws his bid during the period of bid validity; or

(b) If a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof

(c) If the Bidder is found in corrupt and fraudulent practices; or

(d) In the case of a successful Bidder, if he fails to:

(i) Furnish the required Performance Security in accordance with Clause IB.34, or

(ii) Sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

16.1 Bids shall remain valid for Ninety (90) days after the date of bid opening as prescribed in Clause IB.19.

16.2 In exceptional circumstances prior to expiry of original bid validity period, the Owner 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 forfeiture of his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.17 Format and Signing of Bid

17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

17.2 All Appendices to Bid are to be properly completed and signed.

17.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

17.4 Not Used.

17.5 They shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Owner, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17.7 Bidders shall indicate in the space provided in the Form of Bid 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.

17.8 Bidders should retain a copy of the Bid as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each bidder shall submit his bid on EPADS only and shall bear the Project/Contract name, Operation and maintenance of Central Heating, Ventilation and Air Conditioning (HVAC) System including all its accessories/peripheral equipment at NESPAK House, Islamabad.

18.2 Not Used.

18.3 Not used

18.4 Not Used.

18.5 Not Used

IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer through EPADS not later than the time and date stipulated in the Invitation for Bids.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than EPADS.

(c) Not Used

(d) Not Used.

19.2 Bids submitted through fax or e-mail shall not be considered.

19.3 The Owner may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.7 on EPADS, in which case all rights and obligations of the Owner and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1 (a) If a Bidder fails to submit its Bid through EPADS, his Bid shall be considered as “not submitted”.

(b) Not Used.

IB.21 Modification, Substitution and Withdrawal of Bids

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21.1 A Bidder may modify, substitute or withdraw his Bid on EPADS after Bid submission, prior to the deadline for submission of Bids.

21.2 The modification, substitution or notice for withdrawal of any Bid shall be submitted on EPADS.

21.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 The Employer will open the Bid on EPADS, in the presence of Bidders` representatives who choose to attend, at the address, date and time specified in the Invitation for Bids. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Bids shall be downloaded and opened one at a time, and the following read out and recorded:

a) the name of the Bidder;

b) the Bid Prices, including any discounts;

c) the presence or absence of Bid Security with amount; and

d) any other details as the Employer may consider appropriate.

Only discounts read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with Sub-Clause IB 20.1).

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.

22.4 Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

23.1 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 on EPADS. The request for clarification and the response shall be in writing on EPADS and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

24.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.26:

(a) the Owner will examine the Bids to determine whether;

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(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 completion period later than specified;
(v) it indicates that Works/Services and materials to be supplied do not meet eligibility requirements; and
(vi) it indicates that Bid prices do not include the amount of income tax.

(c) A bid will not be considered, if;

(i) with the original and acceptable Bid Security is not submitted to the officer specified in the Invitation for Bid before the Bid Submission deadline;
(ii) it is submitted by a Bidder who has participated in more than one bid;
(iii) it is received after the deadline for submission of bids;
(iv) it is submitted through fax or email;
(v) it indicates that prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s);
(vi) the Bidder refuses to accept arithmetic correction;
(vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.
(viii) It is not accompanied with duly filled in and signed/stamped Form of Bid; and
(ix) The Bidder does not meet the requisite qualification criteria as per Clause IB.13.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid Price entered in Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Owner in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

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24.3 Prior to the detailed evaluation pursuant to Clause IB.26, the Owner will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
A material deviation or reservation is one

(i) which affects in any substantial way the scope, quality or performance of the Works/Services.
(ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Owner's rights or the Bidder's obligations under the Contract; or
(ii) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

The Owner's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

24.4 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.

24.5 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.25 Conversion to Single Currency

25.1 Not Used.

IB.26 Detailed Evaluation of Bids

26.1 The Owner will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause IB.24 as per requirements given hereunder.

26.2 Evaluation and Comparison of Bids

(a) Bids will be evaluated for each item and/or complete Scope of Works/Services.

(b) Basis of Price Comparison
The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.

(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.

(d) Commercial Evaluation
It will be examined in detail whether the bids comply with the major

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deviation/stipulation shall be taken by the Bidders.

(e) Evaluated Bid Price
In evaluating the bids, the Owner will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

(i) Making any correction for errors pursuant to Sub-Clause 24.2 hereof.
(ii) Excluding Provisional Sums, if any, but including priced Daywork.
(iii) Making an appropriate adjustment for any other acceptable variation or deviation.

26.3 Evaluation Methods

Pursuant to Sub-Clause 26.2, Para (e) (iii), following evaluation methods for price adjustments will be followed:

(a) Price Adjustment for Completeness in Scope of Work/Services
(b) Price Adjustment for Technical Compliance
(c) Price Adjustment for Commercial Compliance
(d) Price Adjustment for Deviations in Terms of Payment

(i) Price Adjustment for Completeness in Scope of Work/Services

The adjustments for completeness in Scope of Works/Services will be added to the Corrected Total Bid Price for comparison purposes only and will be applied taking the highest Price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of Price from other Bidders, the Price will be estimated by other owner.

The price adjustment shall not justify any additional payment by the Owner. The price(s) of omitted item(s) shall be deemed covered by other prices in the Schedule of Prices.

(ii) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other Bidders, the price will be estimated by the Owner.

(iii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Owner will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

(iv) Price Adjustment for Deviation in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Owner, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the following mark-up rate of KIBOR + 2% per annum and shall be added to the Corrected Total Bid Price for comparison purposes only.

26.4 If the bid of the successful Bidder is seriously unbalanced in relation to the Owner's estimate of the cost of work to be performed under the Contract, the Owner may require the Bidder to produce detailed price analyses for any or all items of the Schedule of Prices to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Owner may require that the amount of the Performance Security set forth in Clause IB.34 be increased at the expense of the successful Bidder to a level sufficient to protect the Owner against financial loss in the event of default of the successful Bidder under the Contract.

IB.27. Domestic Preference (Not Applicable)

IB.28 Process to be Confidential

28. 1 Subject to Clause 23 heretofore, no Bidder shall contact Owner on any matter relating to his Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Owner. The evaluation result shall be announced at least fifteen (15) days prior to award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

28.2 Any effort by a Bidder to influence Owner in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (05) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.29. Post-Qualification (Not Used)

IB.30 Award Criteria

30.1 Subject to Clause IB.32, 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 (most advantageous Bid), provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.2 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Owner's Right to Vary Quantities (Not Used)

IB.32 Owner's Right to Reject all Bids

32.1 Notwithstanding Clause IB.30, the Owner reserves the right to annul the bidding 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 to inform the affected Bidders of the grounds for the Owner's action except that the grounds for its rejection 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.

32.2 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.33 Notification of Award

33.1 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 Operator in consideration of the execution and completion of the Works/Services by the Operator as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Owner and the Bidder till signing of the formal Contract Agreement.

33.3 Upon furnishing by the successful Bidder of a Performance Security, the Owner will promptly notify the other Bidders that their bids have been unsuccessful and return their bid securities.

IB.34 Performance Security

34.1 The successful Bidder shall furnish to the Owner a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Seven (07) days after the receipt of Letter of Acceptance.

34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.34.1 or Clause IB.35 or Clause IB.43 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

35.1 Within three (03) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful Bidder shall depute his representative duly authorized for formal signing of the Contract Agreement.

35.2 Not Used.

G. ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

38.1 Each Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/Services.

IB.39 One Bid per Bidder

39.1 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.41) will be disqualified and bids submitted by him shall not be considered for evaluation and award.

IB.40 Bidder to Inform Himself

40.1 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.

IB.41 Alternate Proposals by Bidder

41.1 Not Used.
41.2 Not Used.

IB.42 Local Conditions

42.1 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.

IB.43 Pre-Bid Meeting

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A Pre-Bid meeting shall be held, if required and notified by the Owner, on EPADS office of:

General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

to clarify and answer any questions on matters related to Bidding Documents. Minutes of the Pre-Bid meeting shall be issued to all prospective Bidders on EPADS.

IB.44 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

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Appendix A to
Instructions to Bidders

NAME OF ELIGIBLE COUNTRIES

All Services to be provided by the operator under this Contract shall be from within Pakistan. The Good/Spare parts if required to be supplied by the operator under this Contract pursuant to Sub-Clause SP.02.1.2 of Special Provisions shall be from the countries of the world with whom Islamic Republic of Pakistan has commercial trade relations except the countries upon which international sanctions are imposed.

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Appendix B to
Instructions to Bidders

EVIDENCE OF BIDDER'S CAPABILITY

The Appendix B contains the following forms:

i. General Information;
ii. General Experience Record;
iii. Joint Venture Summary (Not Used);
iv. Particular Experience Record;
v. Detail of Contracts of Similar Nature and Complexity;
vi. Works in Progress; and
vii. Litigation History.

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Form B – 1

General Information

All individual firms applying for the said Works/Services are requested to complete the information in this form.

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

NATIONALITY OF OWNERS		
NAME		**NATIONALITY**
1.		
2.		
3.		
4.		
5.		

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Form B – 2

General Experience Record

Name of Bidder

All individual firms are requested to complete the information in this form. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed over the past three years.

Annual Turnover	
Year	**Turnover (PKR)**
1.	
2.	
3.	

Attach audited financial statements for the last three (03) years. The latest audited financial statement shall be provided with verifiable UDIN to establish financial soundness of the Bidder's firm.

OR

Alternatively, the Bidder should have successfully completed any two relevant projects with each project cost equal to or higher than ten (10) million in last ten years.

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Form B - 3

Joint Venture Summary (NOT USED)

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Form B – 4

Particular Experience Record

Name of Bidder

On a separate page, using the format of Form B-5, each Bidder is required to list all contracts of a similar nature and complexity undertaken during the last ten years. The information is to be summarized, using Application Form B-5, for each contract completed or under execution by the Bidder.

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Form B – 5

Details of Contracts of Similar Nature & Complexity

Name of Bidder

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address.....
4.	Nature of works and special features relevant to the contract for which the Bidder wishes to pre-qualify ....
5.	Contract Role (Tick One) (a) Sole Constructor (b) Sub-Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency …….. Currency …….. Currency ……..
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____Years _____Months

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Form B – 6

Works in Progress

Name of Bidder

Bidders to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding Work (Pak Rs. Millions)	Contract Period	Estimated Completion Date
1.			
2.			
3.			
4.			
5.			
6.			

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Form B - 7

Litigation History

Name of Bidder

*Bidders should provide information on any history of litigation or arbitration **(if any)** resulting from contracts executed or currently under execution*

Year	Award FOR or AGAINST Bidder	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs.)

Appendix C to
Instructions to Bidders

Domestic Goods (Value added in Pakistan)

(NOT USED)

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FORM OF BID

Bid Reference No. _____

OPERATION AND MAINTENANCE (O&M) OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT NESPAK HOUSE, ISLAMABAD

To:

General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Schedule of Prices and Addenda Nos. _____ 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_____ _____ (Pak 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 _____ (PKR)_____ 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 (PCC 1.2).

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.

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6. 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.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Sub-Clause 15.15 of Conditions of Contract for the due performance of the Contract.

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

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other 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_____

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APPENDIX–A TO BID

SCOPE OF SERVICES

Operator shall perform each of the Services listed in this Appendix A in accordance with the standards required under Sub-Clause 3.2 of GCC.

I. Programs

In addition to those responsibilities described in the Contract, Operator shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require Owner's approval and which are included in the "Services" to be provided by the Operator.

A. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).

B. The program for communicating and cooperating with Owner and governmental agencies.

C. The Project management standards for conduct of operations, Project safety, Project security conduct of maintenance, housekeeping, material condition, and records management.

D. The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of the Project Agreements.

E. Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.

F. The Project operations and monitoring program which provides the requirements for:

1. Monitoring of Project Performance
2. Monthly Project Performance Calculations and Report
3. Monthly Fuel Consumption Calculations and Report
4. Project Permitting and Environmental Reporting
5. Shift Routines / Operating Practices
6. Control of Equipment
7. Project Chemistry Control and Water Treatment
8. Training Programs
9. Operator Qualifications
10. Operating Procedures
11. Status of Major Equipment

G. The maintenance program which provides the requirements for:

1. Maintenance Planning
2. Maintenance Procedures
3. Preventive Maintenance
4. Predictive Maintenance

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5. Maintenance Training

H. The materials management program which provides the requirements for:

1. Procuring Materials and Tools
2. Inventory Levels and Control
3. Renewal of Inventories

I. The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.

J. The housekeeping / cleanliness program which provides the requirements for:

1. Hazardous Material Control
2. General Project Cleanliness
3. Equipment Condition Inspections
4. Hazardous Waste Program

K. The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).

L. The records management program for maintaining the traceability and documentation of Project performance.

M. The Project safety program which provides the requirements for establishing:

1. Safety Monitoring
2. Accident Prevention Program
3. Accident Reporting

N. Monthly and yearly reporting systems of Project performance to Owner.

O. The security program for maintaining the security of the Project and surrounding area.

II. Specific Requirements

Operator's scope of Services is based on the Project design as described in certain of the Project Agreements, the Project Operating Manuals, vendor manuals and design/as built drawings. Operator will prepare Annual Project Operating Plans, which, in part, will define the operations procedural requirements for the Project to meet the requirements of the Project Agreements. Operator, as part of the Services, is responsible for:

A. Providing such trained personnel as is reasonably necessary to operate and maintain the Project and provide the Services set forth in this Agreement.

B. Operating and maintaining the Project in accordance with the approved Annual Project Operating Plan.

C. Submitting an Annual Project Operating Plan. Not later than ninety (90) days prior to the first day of each Contract Year, Operator will submit an Annual Project Operating Plan to Owner. In addition to the requirements set forth in Sub-Clause 6.2 of GCC (Annual Operating

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Budget and Plan), the Annual Project Operating Plan will detail maintenance, outage, and overhaul schedules, Project staffing, known capital and expense budget items, operating plans, and will provide the underlying assumptions used in developing the proposed budgets and anticipated availability for the period. Owner will review and approve the Annual Project Operating Plan. Such approval will become the basis for reimbursement under the Annual Budget.

D. Planning and managing on-site operations and maintenance activities, including:

1. Assuring that operational goals and operating plans are consistent with the Annual Project Operating Plan.
2. Assuring that the Project is operated in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
3. Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.
4. Assuring that the Project meets Contract, regulatory, and environmental requirements set forth in the Project Agreements or otherwise identified by the Owner or Operator.
5. Managing and controlling costs consistent with budget requirements.
6. Planning, scheduling and managing work and maintenance activities.
7. Defining and documenting operational technical requirements.
8. Defining and delineating responsibilities between Operator and Owner and identifying reporting requirements.
9. Establishing labor relations and personnel programs that will meet state federal and provincial requirements and encourage employee retention.
10. Maintaining a current inventory of materials and procuring all Services, spare parts, operational materials, consumables, office equipment, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost, quantity and need date. The cost of any item or service shall be reimbursed by Owner in accordance with this Agreement.
11. Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
12. Maintaining Project performance levels by using routine system and component performance testing.
13. Maintaining a file of preplanned outage-related work to allow for efficient use of any forced outage downtime.
14. Establishing open purchase order or Contract agreements with Project equipment vendors, industrial suppliers, jobbers, and maintenance contractors in accordance with Project Agreements to ensure timely response to Project maintenance needs in compliance with Public Procurement Rules, 2004 (in case of federal funding source).
15. Promptly notifying Owner in writing of any teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements.

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E. Performing such other tasks which Operator deems appropriate, from time to time, in connection with operation of the Project.

F. Performing such other tasks and Services Which Owner may reasonably request from time to time in connection with operation of the Project.

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APPENDIX–B TO BID

REIMBURSABLE COSTS

Reimbursable Cost items shall be paid as per actual without overheads and profit, to the Operator in accordance with the requirements of Clauses 5 and 7 or 8 of GCC, as required.

Reimbursable Costs may include the following:

1. Spare and replacement parts pursuant to Sub-Clause SP-02.1.2 of Special Provisions
2. All material, necessary to operate and maintain the Project
3. Chemicals
4. Lubricants (including proper disposal costs)
5. Consumables and general supplies
6. Cleaning supplies
7. Major equipment overhauls
8. Building repairs and maintenance (not caused by Contractor under the Contract)

All Services by Operator that support Project activities and all Reimbursable Costs shall be approved by Owner, through the Annual Budget or otherwise, prior to implementation by Operator.

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APPENDIX–C TO BID

NOTICES AND COMMUNICATION PROTOCOLS

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

General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

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

Name of Operator…….
Contact Person Name……..
Head Office Address……
Telephone……
Fax……

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APPENDIX–D TO BID

WORKS/SERVICES TO BE PERFORMED BY SUBCONTRACTORS

(NOT USED)

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APPENDIX–E TO BID

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, including the number of shifts per day and hours per shift, he expects to work.

- The procedure for operation and maintenance of equipment and machinery.

- 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.

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APPENDIX – F TO BID

PROPOSED ORGANISATION

The Bidder shall list in this Schedule the key personnel he will employ together with their names, qualifications, experience, positions held and their nationalities.

Following is the minimum required operation and maintenance staff for the complete operation summer and winter of HVAC system along with split air-conditioning units, building electrification & water supply systems, DG set and water pumps operations, managed in single shift as mentioned below. Minimum staff required will be One (01) Resident Supervisor /Coordinator O & M, Two (02) Operators/ Technicians and to be managed out of below mentioned staff. The CV's shall be submitted with bid for evaluation and final approval.

Single Shift for Six (06) days in a week for 10 hour /day

Sr. No.	Post Title	No. of Post	Minimum Qualification	Minimum Required Experience	Status
1	Resident Supervisor /Coordinator O & M	One (01)	B-Tech/DAE (HVAC /Mechanical)	Minimum 08 Years working O & M experience of HVAC system and split Air Conditioners.	Full Time
2	Operator/ Technician	Two (02)	RAC Technician Certificate	Minimum 05 Years working O & M experience of HVAC system on chillers and split Air Conditioners.	Full Time
3	Diesel Generator Technician	One (01)	Auto & Diesel Diploma / Certificate	Minimum 07 Years working O & M experience of Diesel Generators	Minimum one day in a week or as and when required
4	Electrician	One (01)	-	07 years working experience of building electrification system.	Minimum two days in a month or as and when required
5	Pump Operator/ Plumber/ Pipe Fitter	One (01)	-	Minimum 05 Years working experience of water supply / plumbing works.	Minimum two days in a week or as and when required
6	Welder	One (01)	-	05 Years working experience of welding works.	Minimum one day in a month or as and when required

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Sr. No.	Post Title	No. of Post	Minimum Qualification	Minimum Required Experience	Status
7	Fabricator	One (01)	-	05 Years working experience of cutting, fabrication and installation of GI ducts.	Minimum one day in a month or as and when required

Note: Employer must ensure that monthly employee compensation meets or exceeds the baseline salary regulations currently enforced by the Government of Pakistan.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

APPENDIX – G TO BID

(INTEGRITY PACT)

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

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Bidder] 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 Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Owner: ……	Name of Bidder: ……
Signature: ……..	Signature: ……..
[Seal]	[Seal]

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APPENDIX – H TO BID

LIST OF EQUIPMENT

The following equipment/tools but not limited to shall be available at Project site.

1. Spanner set-Open
2. Spanner set-Ring
3. Ratchet Die set
4. Drill machine with stone cutter
5. Adjustable spanner set
6. Roller Cutter Machines
7. Welding transformer
8. Wrench set all size
9. Pipe wrench set
10. Portable Hand Grinding Machines
11. Pipe Cutters
12. Air temperature gauge
13. General tool set
14. Gauge manifold
15. Electric Tool set
16. Tong Tester
17. Grease Gun
18. Vice Anvil
19. Flaring Tool set
20. Blower
21. Allen Key set all size
22. Socket set all size
23. Star-Shaped Wrench Set
24. CFM Meter
25. Differential Pressure Gauge
26. Water Flow meter
27. DB level Meter
28. Complete tool kit for repair/maintenance/installation of split AC units.
29. Complete tool kit for repair maintenance of diesel generators.

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30. Complete tool kit for electrical works.
31. Complete tool kit for plumbing works.
32. Welding plant, cutter, and related tools and equipment for welding works
33. Complete tool kit for repair/maintenance/fabrication of GI ducts.
34. Any other as required.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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 - Reimbursable Costs
Appendix C - Notices and Communication Protocols
Appendix D - Works to be performed by Subcontractors/Operator
Appendix E - Method of Performing the Works
Appendix F - Proposed Organization
Appendix G - Integrity Pact
Appendix H- List of Equipments

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

Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Project on behalf of Owner, in accordance with Prudent Utility Practice and the requirements of the Project Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure that the Project is available for its function namely as provided in PCC for Owner and meets all requirements under the Project Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Contract expressly grants Operator the authority to act on behalf of Owner.

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1.4 REPRESENTATIVES

Owner and Operator shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Contract. Owner and Operator 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 Operator 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.

1.5 INTEGRITY PACT

For Contracts of worth Rupee ten million or more, which relate to federal finance, the Integrity Pact duly signed between the Operators and the Owner shall be binding till completion of the Contract. In other cases, this Sub-Clause is not applicable.

2 DEFINITIONS

Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Clause 2. Terms that are defined in other Clauses shall have the meanings given to them in those Clauses.

"Annual Project Operating Plan" has the meaning set forth in Sub-Clause 6.2.

"Annual Operating Fee" means an annual operating fee paid to Operator during each Contract Year as set forth in Sub-Clause 5.2.

"Annual Budget" has the meaning set forth in Sub-Clause 6.2

"Bankruptcy" means a situation in which (i) a party's actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a party, which petition sought relief for the party's creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a party admits in writing its inability to pay its debts as they mature; (iv) a party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Sunday or any other day on which commercial banks are authorized or required to close the business as mentioned in PCC.

"Contract Year" means: (i) for the first Contract Year, that period from the date of the Contract to and including June 30 of such year; and (ii) for each Contract Year thereafter, the fiscal year.

"Five-Year Budget" has the meaning set forth in Sub-Clause 6.2(e).

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"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected party of its obligations hereunder; provided, that a "Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Sub-Clause 15.3 (Force Majeure). Subject to the foregoing, "Force Majeure Event" shall include, as to either party, explosion and fire (in either case to the extent not attributable to the negligence of the affected party), flood, earthquake, storm or other natural calamity or act of God, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Project, which events were not pending on the date of this Contract.

"Operating Manuals" means the operating data, design as-built drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

"Procedures Manual" has the meaning set forth in Sub Clause 6.1.

"Project" means the project as mentioned in PCC and related assets, together with other facilities and related assets, to be constructed on certain real property, as mentioned in PCC.

"Project Contracts" means the Contracts relating to the Project, as mentioned in PCC, Interconnection Contract, this Contract and all other Contracts applicable to the Project, permits, and licenses required for the operation, maintenance and management of the Project, as identified in writing by Owner.

"Prudent Utility Practice" means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the project related industry in the country and geographic region where the Project is located during the relevant time period, or (ii) practices, methods and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition.

"Reference Rate" means the discount rate published by the State Bank of Pakistan from time to time.

"Reimbursable Costs" has the meaning set forth in Sub-Clause 5.3.

"Services" has the meaning set forth in Sub-Clause 3.1.

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3 SERVICES

3.1 SCOPE OF SERVICES

Operator shall (i) operate, maintain and manage the Project on behalf of Owner ("Services") and (ii) also perform the specific duties set forth in the Contract if they are not otherwise required by the standards defined in Sub-Clause 3.2.

3.2 STANDARDS FOR PERFORMANCE OF THE SERVICES.

Operator shall perform the Services required under the Contract, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Operating Manuals, the Administrative Procedures Manual and applicable vendor warranties, (ii) the applicable Annual Project Operating Plan and Annual Budget, (iii) all applicable Laws, (iv) Prudent Utility Practices, (v) the Project Contracts, (vi) the requirements of any System Operator. Operator shall use all reasonable efforts to optimize the useful life of the Project and to minimize Reimbursable Costs and Project outages or other unavailability.

3.3 OPERATOR'S PERSONNEL STANDARDS

Operator 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 Operator to perform the Services shall be employees of Operator, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Operator (subject to Owner's approval rights with respect to the Annual Budget). With respect to labor matters, hiring personnel, and employment policies, Operator shall comply with all applicable Laws. Operator also shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with Operator's acknowledgment (hereby given) that Operator has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Owner.

3.4 COMPLIANCE

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

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3.5 OPERATING RECORDS AND REPORTS

Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Project Contracts. Operator shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Project Contracts, applicable Laws or any other Contract to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

3.6 NO LIENS OR ENCUMBRANCES

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

3.7 NO ACTION

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

3.8 EMERGENCY ACTION

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

3.9 ACTION IN EXTRAORDINARY CIRCUMSTANCES

In the event that:

(A) The Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and

(B) Operator 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 Operator 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.

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4 OWNER RESPONSIBILITIES

4.1 INFORMATION

Owner shall provide Operator 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. Subject to the standards of performance set forth in Sub-Clause 3.2, Operator shall be entitled to rely upon such information in performance of the Services. Owner shall also provide Operator with copies of all Project Contracts and any amendments thereto and any other documents that define the Project's operating requirements.

4.2 OVERHAUL OF MAJOR EQUIPMENT AND CAPITAL IMPROVEMENT

The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. To the extent reasonably possible, the costs of all major equipment teardowns and overhauls and all capital improvements shall be incorporated into the applicable Annual Budget. If such costs have been incorporated into the applicable approved Annual Budget, or if Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

4.3 ANNUAL BUDGET AND PROJECT OPERATING PLAN

In accordance with Clause 6, Owner shall be responsible for approval of the Annual Budget, the Annual Project Operating Plan and the Five-Year Budget.

5 COMPENSATION AND PAYMENT

5.1 PAYMENTS

As compensation to Operator for performance of the Services hereunder, Owner shall pay Operator the Annual Operating Fee (or a pro rata portion thereof in the case of a Contract Year of less than 12 months). In addition, Owner shall (at Owner’s Option) either (i) reimburse Operator, in the manner and at the times specified in this Clause 5 and Appendix B, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

5.2 ANNUAL OPERATING FEE

For the first Contract Year and each subsequent Contract Year, Owner shall pay to Operator the sum as mentioned in PCC per month of the Contract Year, for an annual fee as mentioned in PCC (the "Annual Operating Fee"). Beginning on the first day of the second Contract Year and on the first day of each Contract Year thereafter, the Annual

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Operating Fee (and the corresponding monthly operating fee) shall be adjusted to reflect changes as mentioned in PCC.

5.3 REIMBURSABLE COSTS

Owner shall reimburse Operator for all costs incurred by Operator in performing the Services, including the costs set forth in Appendix B (collectively, the "Reimbursable Costs"). Owner's obligation under this provision is subject to (i) Owner's express approval of the costs as part of an Annual Budget or separately in writing, or (ii) Operator incurring costs in accordance with Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). Expenditures made by Operator in excess of the Annual Budget that are required to comply with any Law applicable to the Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Sub-Clause 5.3 from time to time, Owner shall pay Reimbursable Costs as follows:

(a) Owner will advance to Operator on a mutually agreed basis, funds required for given Operator to make payments as they become due in accordance with the Annual Budget. Not less than fifteen (15) days before the first day of each calendar month during the term of this Contract, Operator shall submit to Owner an estimate of funds required for such month, which estimate shall be in accordance with the Annual Budget. Owner shall pay to Operator the amount of such estimate prior to the time such funds are required by Operator. Such advances shall be deposited in a separate account in Operator's name, as agent for Owner, in a scheduled Bank of Pakistan, subject to withdrawal by Operator solely for the purpose of making required payments. Within fifteen (15) days of the end of each month, Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation.

(b) Operator shall not incur Reimbursable Costs unless they are incurred in accordance with the applicable Annual Budget, or are permitted by Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). If Operator becomes aware that Reimbursable Costs exceed or will exceed the amount provided in the applicable Annual Budget by 5% or more, Operator shall use all reasonable efforts to notify Owner within ten (10) days and shall not, without Owner's approval to amend the applicable Annual Budget or Owner's authorization for Operator to make such expenditure, perform any further Services that will cause or increase a budget overrun, except as provided in Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances). If Owner refuses to authorize expenditures in excess of the Annual Budget, Operator shall be relieved of those duties or obligations of this Contract that cannot be performed without the expenditures Owner refuses to approve.

(c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures in excess of the Annual Budget. Owner's reimbursement of any cost related to the Services shall not be construed as Owner's approval or acceptance of the Services.

5.4 ADJUSTMENT AND CONDITIONS

Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of two 2 years after the applicable Contract Year. If such audit and review shows that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator, plus interest at the Reference Rate, calculated from the date the audit commenced, or (b) deduct such amount from any payment that thereafter may become due to Operator.

5.5 BILLING AND PAYMENT

Within 15 days following the end of each month, Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Sub-Clause 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

(a) pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice as well as net interest (if any) earned on the bank deposit, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Contract; and

(b) with respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Clause 14.

6 PROCEDURES, PLANS AND REPORTING

6.1 PROCEDURES MANUAL

The parties have approved a procedures manual that includes procedures for (i) reporting and correspondence pursuant to this Contract, (ii) procurement and contracting, and (iii) accounting, bookkeeping and record-keeping ("Procedures Manual"). The Procedures Manual shall govern the covered activities of Operator for the term of this Contract, subject to such revision and amendment as agreed in writing by Owner and Operator.

6.2 ANNUAL PROJECT OPERATING BUDGET AND PLAN

(a) **Proposal:** At least ninety (90) days before the beginning of each Contract Year, Operator shall prepare and submit to Owner a proposed annual budget for the Contract Year, established on a monthly basis. The proposed annual budget shall include separate operating and capital budgets. The proposed annual budget shall also set forth, in detail acceptable to Owner, (i) anticipated operations, repairs and capital improvements, (ii) maintenance and overhaul schedules, (iii) planned procurement (including equipment, spare parts, and consumable inventories), (iv) labor activities (including staffing, labor rates, and holidays), (v) administrative activities, and (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred. Each proposed annual budget shall be accompanied by a proposed annual operating plan setting forth the assumptions and

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implementation plans underlying the proposed annual budget. Any actions to be performed by Operator under the proposed annual operating plan shall be consistent with Operator's obligations set forth in this Contract.

(b) **Adoption**: Owner shall review Operator's proposed annual budget and annual operating plan within thirty (30) days following receipt of the proposals. Owner may, by written request, propose changes, additions, deletions and modifications to the proposals. If requested by Operator, Owner shall provide Operator any cost information in Owner's possession from previous Contract Years applicable to items in the proposed annual budget. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final budget and plan (the "Annual Budget" and "Annual Project Operating Plan", respectively), which shall be approved in writing by both parties. Except to the extent that the terms of Sub-Clause 3.8 and 3.9 permit Operator to take actions which are outside the final Annual Budget without the consent of Owner, the final Annual Budget and Annual Project Operating Plan shall remain in effect throughout the applicable Contract Year, subject to revisions and amendments proposed by either party and consented to in writing by the other party.

(c) **Changes**: Operator shall notify Owner as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the Annual Budget or Annual Project Operating Plan.

(d) **Failure to Adopt**: If, by the first day of any Contract Year after the first Contract Year, the parties are unable to reach Contract concerning any item or portion of the Annual Budget for such Contract Year, then the amount(s) of such item or portion of the Annual Budget for such Contract Year shall be equal to 105% of the amount for the corresponding item or portion of the Annual Budget for the preceding Contract Year.

(e) **Five-Year Budget**. At least ninety (90) days before the first day of each Contract Year, Operator shall prepare and submit to Owner a proposed budget for the next 5 Contract Years or the remaining term of the Contract, whichever period is shorter. The proposed five-year budget shall be established on an annual basis and shall include separate operating and capital budgets. The proposed five-year budget shall also set forth, in detail acceptable to Owner,

(i) anticipated operations, repairs and capital improvements;

(ii) maintenance and overhaul schedules;

(iii) planned procurement (including equipment, spare parts, and consumable inventories);

(iv) labor activities (including staffing, labor rates, and holidays);

(v) administrative activities; and

(vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred, accompanied by the underlying assumptions and implementation plans of the proposed five-year budget. Owner shall review Operator's proposed five-year budget within 30 days following receipt of the proposal. Owner may, by

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written request, propose changes, additions, deletions and modifications to the proposals. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final five-year budget (the "Five-Year Budget"), which shall be approved in writing by both Parties. If a final Five-Year Budget is not approved in its entirety by both parties, the proposed five-year budget submitted by Operator, together with Owner's final suggested changes, additions, deletions and modifications shall serve as the Five Year Budget. The Five-Year Budget shall be used only for planning and comparison purposes, and shall not constrain Operator in its actions or expenditures, provided, however, that Operator shall be required to conform in its operations to the Annual Budget and Annual Project Operating Plan as provided in this Contract.

6.3 OPERATING DATA AND RECORDS

Operator shall monitor and record all operating data and information that (i) Owner must report to any person or entity under any Project Contract, (ii) Owner must report to any government agency or other person or entity under applicable Laws and (iii) Owner reasonably requests. Operator shall report required or requested operating data and information to Owner as specified by Owner to support monthly invoicing under the Project Contracts, and within fifteen (15) Calendar Days following a request by Owner. Operating data to be reported include information from operating (logs, meter and gauge readings) and maintenance records.

6.4 ACCOUNTS AND REPORTS

Operator shall cooperate with Owner in complying with reporting requirements set forth in the Project Contracts and shall, during the term of this Contract, furnish or cause to be furnished to Owner the following reports concerning the Project operations and the Services:

(a) **Monthly Reports**: Within ten (10) calendar days following the last day of each calendar month, Operator shall submit: (i) a progress report, in detail acceptable to Owner, covering all activities during such month with respect to operations and maintenance (including information regarding the inputs and outputs of the project / facility.

(**Specify)** capital improvements, labor relations, other significant matters, and Services. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year, a listing of any significant operating problems along with immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period, and (ii) a statement setting forth all Reimbursable Costs paid or incurred in such month, which statement shall itemize, in detail acceptable to Owner, the computation of such Reimbursable Costs including documentary evidence and shall state whether or not the Project operations have conformed to the applicable Annual Project Operating Plan and Annual Budget during such reporting period and if not, the extent and reasons for any deviation and the planned remedial action.

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(b) **Annual Reports**: As soon as available, and in any event within sixty (60) days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports referred to in Sub-Clause 6.4(a), the Project activities and operating data for such Contract Year. The annual report shall present a comparison of such Project activities and operating data with the goals set forth in the Annual Project Operating Plan and Annual Budget for such Contract Year, and with those achieved during the preceding Contract Year (if applicable) and an explanation of any substantial deviations. Within thirty (30) days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(c) **Litigation, Permit Lapses**: Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any of the Project Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Project or the Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Project or the Services; and (iv) any dispute with any governmental authority relating to the Project or the Services.

(d) **Other Information**: Operator shall promptly submit to Owner any material information concerning new or significant aspects of the Project's activities and, upon Owner's request, shall promptly submit any other information concerning the Project or the Services.

6.5 ADDITIONAL COMMUNICATIONS

Operator shall communicate certain additional events specified in Appendix C to Owner and third parties in accordance with the communication protocols set forth in Appendix C to this Contract.

7 LIMITATIONS ON AUTHORITY

7.1 GENERAL LIMITATIONS

Notwithstanding any provision in this Contract to the contrary, unless previously approved by Owner in writing or through Owner's approval of the Annual Budget, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) **Disposition of Assets**: Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost;

(b) **Contract**: Make, enter into, execute, amend, modify or supplement any contract or Contract (i) on behalf of, in the name of, or purporting to bind Owner or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or Contract to Owner at any time;

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(c) **Expenditures**: Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost, except in conformity with the Annual Budget; provided, however, that solely in connection with actions taken by Operator pursuant to Sub-Clauses 3.8 (Emergency), 3.9 (Extraordinary Circumstances), Operator may, without prior approval from Owner, make limited expenditures outside the Annual Budget in accordance with those provisions;

(d) **Other Actions**: Take or agree to take any other action that materially varies from the applicable Annual Project Operating Plan, Annual Budget or the requirements of any Project Contract;

(e) **Lawsuits and Settlements**: Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) **Liens**: Create, incur or assume any lien upon the Project;

(g) **Transactions on Behalf of Others**: Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Contract or that violates applicable Laws, this Contract or any Project Contract; or

(h) **Contracts**: Enter into any Contract to do any of the foregoing.

7.2 EXECUTION OF DOCUMENTS

Any Contract, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

8 TERM AND TERMINATION

8.1 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 8.2, 8.3, 8.4, 8.5 or 8.6.

8.2 IMMEDIATE TERMINATION BY OWNER

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

(i) upon the Bankruptcy of Operator; or

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(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), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Contract is terminated by Owner pursuant to Sub-Clause 8.2(ii), Operator shall be paid all unpaid Annual Operating Fees to and including the date of termination.

8.3 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 Operator in the event:

(i) that Operator 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 Operator 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 Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or

(ii) of a material breach by Operator in the performance of the Services, if Operator does not cure such breach within thirty (30) days from the date of Operator’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 Operator 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, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Operating Fees to and including the date of termination.

8.4 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 Operator, 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) Operator'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, Operator, (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, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Operating Fees to and including the date of such termination under this Sub-Clause 8.4.

8.5 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 Operator. If the Contract is terminated by Owner pursuant to this Sub-Clause 8.5, Operator shall be compensated for all Reimbursable Costs incurred by Operator 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 Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

8.6 TERMINATION BY OPERATOR

Subject to the terms of any Project Contracts, Operator 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 Operator 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).

8.7 PROJECT CONDITION AT END OF TERM

Upon expiration or termination of the Contract, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs. All special tools, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals and Procedures Manuals, operating logs, records and documents maintained by Operator pursuant to Sub-Clause 3.5 and any other items furnished on a Reimbursable Cost basis under this Contract will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance and management of the Project are not disrupted.

8.8 TERMINATION PAYMENT

(a) In the event of a termination of this Contract pursuant to the above Sub-Clauses 8.2 (ii), 8.4 (a), 8.4 (c), 8.4 (d) or 8.5, Operator shall be entitled, in addition to all other amounts due under this Contract as of the date of termination, to a demobilization and cancellation payment equal to the total of all relocation and costs incurred with respect to Operator's employees and all costs Operator is at such time contractually or legally obligated to pay to its employees, or which are

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incurred with the prior written approval of Owner.Subject to Owner's right to conduct a subsequent audit and review pursuant to Sub-Clause 8.8(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses in the form and with the substantiation required by Sub-Clause 6.2(a). Owner shall pay any and all legal costs incurred by Operator to collect payments under this Sub-Clause 8.8.

(b) **Audit**. Notwithstanding payment of any amount pursuant to this Section 8.8, Owner shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by Owner pursuant to this Section 8.8, together with any supporting documentation requested by Owner, for a period of 2 years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Operator did not constitute, in whole or in part, a reimbursable item pursuant to this Sub-Clause 8.8, Owner may recover such amount from Operator plus interest at the Reference Rate calculated from the date such audit commences, or Owner may deduct or cause to be deducted such amount from any payment that may be due to Operator.

9 WARRANTY

9.1 VENDOR'S WARRANTIES

For Owner's benefit, Operator 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 Operator 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. Operator 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, Operator 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 Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator 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.

10 INDEMNIFICATION AND LIABILITIES

10.1 INDEMNIFICATION

(a) **Indemnification by Operator**: Operator shall indemnify, defend and hold harmless Owner, the members thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "Owner Indemnified Parties"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Operator or

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anyone acting on Operator's behalf or under its instructions, in connection with this Contract and Operator's obligations thereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Sub-Clause 10.1(a) shall be the sole responsibility of the Operator.

(b) **Indemnification by Owner**: Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "Operator Indemnified Parties") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, venders, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Contract and Owner's obligations thereunder.

10.2 ENVIRONMENTAL LIABILITY

(a) **Operator Liability**: Operator 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 Operator acted with respect to such materials in a grossly negligent manner. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator'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 Operator. This provision of the Contract shall not be construed to require Operator 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 Operator's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a governmental authority requires Operator to incur such costs and expenses prior to obtaining such written consent.

11 LIMITATIONS OF LIABILITY

11.1 LIMITATIONS OF LIABILITY

(a) **Consequential Damages**: Notwithstanding any provision in this Contract to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Contract, and each party hereto waives any such claim, demand or suit against the other in connection with this Contract.

(b) **Damages Limited to Annual Operating Fee**: The aggregate liability of Operator [except for those claims that are subject to the provisions of Sub-Clause

10.1(a) (Indemnification by Operator)] shall in no event exceed, during any Contract Year, the Annual Operating Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Clause 10.

(c) **Limited Personal Liability**: Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(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 Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Services to be performed hereunder and Owner hereby releases Operator performing Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

12 CONFIDENTIALITY

12.1 Operator

Operator agrees to hold in confidence from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator further agrees, to the extent requested by the supplier of such information, to require its subcontractors, vendors, suppliers and employees to enter into appropriate nondisclosure Contracts relative to such information, prior to the receipt thereof.

12.2 Owner

Owner agrees to hold in confidence from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is reasonably necessary but without affecting the proprietary (intellectual property) rights, if any of the Operator or others. Owner further agrees, to the extent requested by the supplier of such information, to require its members and contractors to enter into such appropriate nondisclosure Contracts relative to such information, prior to their receipt thereof.

12.3 Exceptions

The provisions of this Clause shall not apply to information that was in the public domain, was already in the receiving party's possession, or was received lawfully and free of any obligation to treat it as confidential.

12.4 Required Disclosure

If a receiving party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Clause 12, the receiving party will notify the other party promptly in writing so that the other party may seek a protective order or other appropriate remedy (which the receiving party will not oppose), or, in the other party's sole discretion, waive compliance with the terms of this Contract.

13 TITLE, DOCUMENTS AND DATA

13.1 Materials and Equipment

Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Contract.

13.2 Documents

All materials and documents prepared or developed by Operator, its employees, representatives or contractors in connection with the Project or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and accounts, shall become Owner's property when prepared, and Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Services, without Owner's prior written approval. All such materials and documents, together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Contract and before final payment is made to Operator.

13.3 Review By Owner

All materials and documents referred to in Sub-Clause 13.2 hereof shall be made available for review by Owner (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set forth in the Administrative Procedures Manual. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Contract.

13.4 Proprietary Information

Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project.

14 RESOLUTION OF DISPUTES

14.1 Resolution through Discussions

If any dispute or difference of any kind (a Dispute") arises between Owner and Operator in connection with, or arising out of, this Contract, the Owner and Operator within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator 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 Operator 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.

14.2 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.

14.3 Continued Performance

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

15 MISCELLANEOUS PROVISIONS

15.1 Assignment

Neither Owner nor Operator 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.

15.2 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, Operator 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 Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator 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.

15.3 Force Majeure

If either Owner or Operator 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.

15.4 Amendments

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

15.5 Survival

Notwithstanding any provisions herein to the contrary, the obligations set forth in Clauses 7, 10, 12 and 14, and the limitations of liabilities set forth in Clause 11, shall survive in full force despite the expiration or termination of this Contract.

15.6 No Waiver

It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Contract

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shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

15.7 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.

15.8 Fines and Penalties

If during the term of this Contract any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator'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 Operator and shall not be deemed a Reimbursable Cost.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

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15.13 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.

15.14 Amounts

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

15.15 Performance Security

The Operator 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 Bank Guarantee or Insurance from AA rating Insurance companies for an amount equal to 10% of the Contract Price.", which shall be valid 28 days beyond the Term of the Contract.

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PARTICULAR CONDITIONS OF CONTRACT

1. CONTRACT

1.2 The Contract shall be valid for a period of three (03) years with effect from date of signing of the Contract by both the parties.

1.3 The text “namely as provided in PCC” appearing in 5th and 6th lines are deleted.

2. DEFINITIONS

“Contract” means the agreement between the Owner and the Operator for operation and maintenance of the HVAC system incorporating the conditions, fixed schedule of prices, completed Appendices to Bid, Technical and Special Provisions, Operation & Maintenance Proforma and such further documents as may be incorporated by the Letter of Acceptance

“Conditions” means the General Conditions of Contract and Particular conditions of the Contract.

“Operation” means to operate the HVAC system for 10 hours round the year, so as to provide a comfortable air-conditioning in the Owner’s building premises till these premises are occupied.

“Maintenance” means to carryout corrective, preventive and periodic servicing of the system including routine checks, maintenance and repair of all parts and for dismantling and re-assembly of all equipment, sub-assemblies and all separate components.

The word “Contractor” is synonymous with “Operator”.

“Month” means calendar month according to Gregorian calendar.

“Project” means Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System for NESPAK House, Islamabad.

“The Operation and Maintenance Manuals” means instructions for operations, servicing and maintenance of the System not only for the period of the Contractor’s liability but more particularly during its operating life.

“The Operator’s Representative” means a competent and skilled person approved by the Owner (which approval may at any time be withdrawn by the Owner) and who shall be present at the Site during all working hours. He shall be fluent in English language. He shall not be transferred from Site without the consent of the Owner.

3. SERVICES

3.4 “Photographs of Works and Advertisement Prohibited” Except with the prior written authorization of the Owner the Contractor shall not exhibit or permit to be exhibited any photographs or advertisements of the Works/Services. Any authorized exhibition shall be immediately removed if the Owner so requires.

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"Employment of Persons in the Service of Others" the Contractor shall not recruit staff and labor from amongst the persons in service of the Owner or working at other project at the same time.

3.9 Paragraph B(iv) of this Sub- Clause is deleted.

5. COMPENSATION AND PAYMENT

5.2 *The monthly payment shall be made to the Operator as per rates stated in schedule of Prices.*

Operating Fee shall remain fixed during the Operator's performance of the Contract and not subject to variation on any account.

5.3 Paragraph (a), (b) & (c) of this Sub-Clause are deleted

5.5 The cost quoted by the Contractor shall include all taxes applicable as per prevailing Government laws and regulations.

6. PROCEDURES, PLANS AND REPORTING

6.2 The Sub-Clause 6.2 is deleted in its entirety

8. TERM AND TERMINATION

8.1 The terms of this Contract shall be for three (03) Years.

14. RESOLUTION OF DISPUTES

14.2 The place for arbitration shall be Islamabad, Pakistan.

15. MISCELLANEOUS PROVISIONS

15.7 Complete address of the Owner:

General Manager/Head
Regional Manager/Head
NESPAK House
Sector G-5/2, Islamabad, Pakistan.
Tel: +92 51 9007440 / +92-51-9221910-13
Fax: +92-51-9221914
Email: islamabad@nespak.com.pk

Mention the Complete address of Operator:

[Name of O&M firm]
[Address of O&M firm]
[Name of designated Representative]

15.8 The Sub-Clause is deleted in its entirety.

15.11 Governing Law shall be of [Islamic Republic of Pakistan].

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

15.15 The **Performance Security** shall be in the Pak Rupees for an amount equal to 10% of the Contract Price in the form of Bank Guarantee from any Scheduled Bank in Pakistan.

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FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)
Name of Principal (Bidder) with address: _____
_____

Penal Sum of Security (express in words and figures):_____
_____

Bid Reference No._____ Date of Bid Opening_____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the NESPAK (hereinafter called the "Owner") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System at NESPAK House, Islamabad to the said Owner; and

WHEREAS, the Owner has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Owner, conditioned as under:

(1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;

(2) that in the event of;

- (a) the Principal withdraws his Bid during the period of validity of Bid, or
- (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
- (c) failure of the successful bidder to
  - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
  - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Owner as liquidated damages and not as penalty for the successful bidder's failure to perform.

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NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Owner in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Owner for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Owner the said sum stated above upon first written demand of the Owner without cavil or argument and without requiring the Owner to prove or to show grounds or reasons for such demand notice of which shall be sent by the Owner by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Owner shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Owner forthwith and without any reference to the Principal or any other person.

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

_____
Guarantor (Bank)

Witness: Signature _____

1. _____ Name _____

_____ Title _____
Corporate Secretary (Seal)

2. _____ _____

_____ _____
(Name, Title & Address) Corporate Guarantor (Seal)

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FORM OF CONTRACT AGREEMENT

This OPERATION AND MAINTAINANCE AGREEMENT (hereinafter called the "Agreement") is made and entered into the _____ day of _____(month) 2026 by and between the national Engineering Services Pakistan (Pvt.) Ltd. (hereinafter called the "Owner"), and _____ (hereinafter called the "Operator").

WHEREAS, Owner owns HVAC system installed at NESPAK House, Islamabad ("Project") and desires to contract for operation and maintenance of the Project,

WHEREAS, Operator provides operation and maintenance and management services for the ***Project*** and 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;
   h) Technical & Special Provisions;
   i) Operation & Maintenance Performas;
   j) Any other.

3. In Consideration of the payments to be made by the Owner to the Operator as hereinafter mentioned, the Operator hereby covenants with the Owner to operate and maintain the HVAC System therein in conformity and in all respects with the provisions of the Contract.;

4. The Owner hereby covenants to pay the Operator, in consideration of the operation of the HVAC System 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.

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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: ----------

Name:
Title:
Seal:

Witness: ----------

Name:
Address:
CNIC No.:

[Legal Name of Operator]
(the Operator)

By: ----------

Name:
Title:
Seal:

Witness: ----------

Name:
Address:

CNIC No.:

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FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____
Expiry date _____

Name of Guarantor (Bank) with address:_____

Name of Principal (Contractor/Operator) with address: _____
_____

Penal Sum of Security (express in words and figures)
_____
_____

Letter of Acceptance No. _____Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Owner's above said Letter of Acceptance for Operation and Maintenance of Heating, Ventilation and Air Conditioning (HVAC) System at NESPAK House, Isalamabad.

NOW THEREFORE, if the Principal (Operator) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Owner, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Sub-Clause 8.7 "Project Condition at End of Term" of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Owner without delay upon the Owner's first written demand without cavil or arguments and without requiring the Owner to prove or to show grounds or reasons for such demand any sum

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or sums up to the amount stated above, against the Owner's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Owner’s designated Bank & Account Number.

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

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

_____
Guarantor (Bank)

Witness:

1. _____ Signature _____

_____ Name _____
Corporate Secretary (Seal)

Title _____

2. _____

_____ _____
Name, Title & Address Corporate Guarantor (Seal)

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SPECIFICATIONS

SPECIAL PROVISIONS

SP-01 LOCATION OF PROJECT

The HVAC system is installed at NESPAK House, Sector G-5/2, Islamabad, Pakistan

The NESPAK House building consists of Five (05) floors, one (01) Ground, one (01) upper basement and one (01) lower basement. The building comprises of office halls, office rooms, conference rooms and meeting rooms etc. The central HVAC system is installed in the lower basement.

SP-01.1 HVAC SYSTEM

a) Type of System

Central HVAC system with water cooled water chillers, expansion tank, cooling towers, air handling units, fan coil units, and pumps is installed in the building. The central HVAC system is supplemented with independent split air conditioners installed at some critical locations.

b) Summer

During the peak cooling season, three (3) absorption chillers with three (3) chilled water pumps, three (3) condenser water pumps, six (06) AHUs and one (01) FCUs shall be operated to meet the cooling load requirements of the building.

c) Winter

Same Plant operation will be use during winter season, as mentioned above at SP-01.1 b).

d) Plant Operation during Power Failures. During periods of power break down or load shedding two (02) Chiller can be operated on emergency power along with all AHUs.

SP-01.3 SERVICE CONDITIONS FOR AUXILIARIES

a) Power Supply

Electrical Circuit Voltages:

Nominal, 3 phase; 415 volts

1- phase: 240 volts

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For equipment ratings, 3- phase: 400 volts

1- phase: 230 volts

Fluctuations in voltage applied (+/-) 10% to equipment rated voltage.

Frequency: 50 HZ

b) Water Supply is available near cooling towers located in the rear side of the building, AHU rooms and central plant room.

c) Water Disposal:

Floor drains are connected to sewerage system of the building.

SP-01.4 UNITS

The units used in these specifications are as under;

Unit system: SI/British/FPS

TR: Ton of refrigeration equivalent to 12000 BTUH or 3519 W

SP-02 WORK BY THE OPERATOR

SP-02.1 SCOPE OF WORK

SP-02.1.1 The Operator shall be responsible for the operation & maintenance of the complete air conditioning plant along with split air-conditioning units, Diesel Gen. sets, building electrification system, water pumps & building water supply system, complete servicing and maintenance of all equipment, controls, components and accessories including minor repairs and annual servicing. Major repairs, when required, are not included in the Scope of Work.

SP-02.1.2 The Operator shall ensure that the air conditioning plant and Split air-conditioning Units are operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Operator shall also ensure economical consumption of the materials and spare parts supplied by the Owner. However, if the Owner desires same shall be reimbursed by the Owner as per Appendix B to Bid.

SP-02.1.3 The owner is planning to replace the existing Carrier chillers, cooling tower, pumps and relevant accessories and associated retrofitting with screw chiller system. In second phase, the remaining plant will be replaced. The Operator will be responsible to operate the old plant before replacement and new plant after replacement.

SP-02.1.4 a) The temperature on each floor at different locations shall be recorded daily as per format provided by the Employer.

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b) The equipment operational observations shall be recorded at suitable intervals as per format provided by the employer.

c) All readings shall be recorded in approved printed log sheets (provided by the Owner) prepared in duplicate. One set would be supplied to the Employer's Representative every day.

d) The Operator's staff will have daily round of all AHU-Rooms and various other spaces to check general performance of various HVAC components/devices as per check list provided by the Owner.

SP-02.1.5 The supervisor engineer of the Operator shall regularly submit a Monthly report in triplicate to the Employer's Representative by the 5th of each month regarding the overall performance of the complete plant during the preceding month and pinpoint any actions to be taken by the Owner.

SP-02.1.6 The Operator shall submit an estimate to the Owner for approval before carrying out any major repair which become necessary in due course but not due to any negligence or default of the Operator, his agent or employees of which the Owner shall be the sole judge. The estimate shall be submitted expeditiously so as not to disrupt the Plant operation. The Operator shall undertake the work on approval of the estimate by the Owner.

SP-02.1.7 The Operator shall be responsible for:

a) Regular and effective chemical treatment of water for condenser chilled and hot water systems, taking of samples and testing and recording the results daily.

b) Cleaning, removal and re-fixing of all air devices.

c) Removal and re-fixing of false ceiling tiles as required by the Operator for carrying out his Works. The Operator shall be responsible for any damage to the false ceiling framing and tiles.

SP-02.1.8 The work of routine servicing and maintenance as required must be completed by the Operator's staff every day.

SP-02.1.9 The Operator will be responsible to prepare maintenance schedules and necessary inventory for equipment/material required for emergency breakdowns/shutdowns.

SP-02.1.10 The Operator will be responsible for the minor outsource Works which shall be deemed included under the contract fee.

SP-02.2 PLANT OPERATION

a) Check for the working of all electrical and mechanical components of the equipment.

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b) Dosing of chemicals for treatment of condenser, chilled and hot water systems and testing of water samples.

c) Maintenance of daily operation log sheets.

d) Any servicing or running repairs required during the operation of the Plant.

SP-02.3 PREVENTIVE MAINTENANCE

The preventive maintenance of the HVAC plant shall be carried out on daily weekly/fortnightly/monthly basis as per schedules/formats provided by the Owner. This will include but not limited to following:

a) Washing and cleaning of air filters.

b) Flushing and cleaning of water strainers, chemical pot feeders, AHU - drain pans, etc.

c) Servicing of automatic and safety controls of equipment and air conditioning systems.

d) Checking of oil and other lubricant levels and changing the same when required for all equipment components.

e) Checking of belt driven equipment and adjustment of belt tension and alignment.

f) Checking of water levels and level control valves.

g) Change of parts due to normal wear and tear when necessary.

h) Adjustment and lubrication/greasing of bearings and glands of equipment.

i) Checking and adjustment of all pressure and safety devices.

j) Cleaning & dusting of Air inlets/outlets, all equipment and equipment rooms, cleaning of drain channels, drain sump etc.

SP-02.4 ANNUAL MAINTENANCE AND SERVICING

The Works shall be carried out under the supervision of a Senior Engineer. The parts shall be changed where necessary. Instructions given in the Manufacturer's Manual shall be followed. Record of various checks and necessary tests shall be maintained for future reference. The annual maintenance and servicing shall be carried out as per approved maintenance schedule which will be prepared keeping following in view:

- All equipment/ system to be employed for cooling will be serviced/maintained during winter.

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- All equipment/system to be employed for heating will be Serviced/maintained during summer.

SP-02.4.1 CHILLER

a) De-scaling of condenser and evaporator tubes.
b) Dry testing of all controls and safeties.
c) Checking of oil level & filling as per requirement.
d) Leak testing and charging of refrigerant gas.

SP-02.4.2 COOLING TOWER

a) Servicing of all complete cooling towers including fins.
b) Greasing of cooling tower motor bearings.
c) Replacement/tightening of motor belts.

SP-02.4.3 WATER PUMPS

a) Servicing of all water pumps.
b) Greasing of pumps & motor bearings.
c) Checking of pump/motor alignment.

SP-02.4.4 AIR HANDLING UNIT

a) Flushing, cleaning and washing of water coils by using pressure pumps.
b) Checking and adjustment of dampers
c) Checking and adjustment of fan bearings and belts.
d) Greasing of SA fan/motor bearings
e) Greasing of RA fan/motor bearings.
f) External cleaning/washing of AHUs.
g) External cleaning/washing of RA fans.
h) Painting of AHUs/RA fans if necessary.

SP-02.4.5 FANS

a) Cleaning of fans
b) Checking and adjustment of bearings & belts.

SP-02.4.6 AIR FILTERS

a) Cleaning and replacement of air filters.

SP-02.4.7 AUTOMATIC CONTROLS

As per servicing/maintenance schedule to be provided by the Owner.

SP-02.4.8 ELECTRIC MOTORS AND STARTERS

a) Cleaning and checking of all components.
b) Tightening of wire connections.
c) Cleaning and adjustment of contacts.

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d) Checking of earthing.
e) Checking of motor winding insulation with a meggar.

SP-02.4.9 ELECTRIC CONTROL BOARDS AND ELECTRIC SYSTEMS

a) Checking and servicing of all MCCBs, disconnect switches, fuses, contacts, relays, overload cutouts and other safety devices.
b) Tightening of wiring connections.
c) Checking of wiring insulation.
d) Checking of earthing.

SP-02.4.10 EXPANSION TANKS

a) General inspection, cleaning & flushing

SP-02.4.11 AIR DISTRIBUTION SYSTEM

a) Cleaning of air devices.
b) Repair/cleaning of exposed ducts, duct insulation, jacketing and covering.

SP-02.4.12 PIPING SYSTEMS

a) Cleaning and flushing of all piping systems including chemical cleaning, if required.
b) Servicing of all valves, strainers & specialties, etc.
c) Repair of insulation, jacketing and covering of all insulated piping.

SP-02.4.13 OPERATION, PREVENTIVE MAINTENANCE AND INSPECTION PERIODS OF ABSORPTION CHILLER

a) Log Sheet Preparation for Chillers.
b) Refrigerant Blow Down during operation
c) Bubble Test
d) During shut down
e) When required
f) Checking of Condenser water quality
g) Checking of Chilled Water quality
h) Checking of Chiller Pumps (Absorption Pump, Refrigerant Pump, Purge Pump)

SP-02.4.13.1 INSPECTION OF ABSORPTION CHILLER

Following inspection will be carried out for Absorption Chiller:

a) Inspection at the beginning of year
    i. General Inspection
    ii. Check the behavior of the chiller or its abnormality (if any) in view of the Log Sheets
    iii. Checking of Burner
    iv. Auxiliary Equipment check
    v. Checking of electric circuit and safety devices
    vi. Checking of all Temperature, Pressure and Fluid levels

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b) Inspection at the mid of year

i. Checking of Burner
ii. Checking of Amp. Performance and abnormally of; Absorber Pump, Refrigerant Pump, Vacuum Pump
- Absorber Pump
- Refrigeration Pump
- Vacuum Pump

iii. Confirmation of setting values of safety devices and control devices.
iv. Checking of programming of Microprocessor

v. Checking of all:
- Temperature
- Pressure
- Fluid Level

vi. Performance of;
- Inverter and Programming
- Level Electrodes
- Vacuuming

vii. Li-Br cycle testing (if required)
viii. Checking of Alcohol (if required, Alcohol will be provided by Client)
ix. Refrigerant Test
x. Bubble Test (if required)

SP-02.4.13.2 ANNUAL SERVICING OF ABSORPTION CHILLER

a) Mechanical Side
i. Pressure checking of chiller with N2 (N2 will be provided by Client)
ii. Servicing of Purge Pump
iii. Checking & servicing of Absorbent Pump
iv. Checking & servicing of Refrigerant Pump
v. Checking of Burner
vi. Checking & servicing of H.T. Generator Eliminators
vii. Checking of Generator
viii. Serving of Suction Port of Burner checking of Damper Motor of Burner
ix. Checking of Burner Flame (visual inspection)
x. Checking of Gas Pressure
xi. Checking of Diesel Line
xii. Checking of Butterfly Valve of Burner
xiii. Flame Adjustment
xiv. Adjustment of Air Damper and Gas Damper
xv. Servicing of Gas line Strainer
xvi. Restarting of Chiller with observation
xvii. Cycle Testing of Li-Br Solution
xviii. Calibration of sensors (if found faulty will quote your accordingly)
xix. Checking of Performance for
- Level Electrode
- Vacuuming

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xx. Refrigerant Blow Down (if necessary)
xxi. Checking of all Temperatures, Pressures and Fluid Level
xxii. Confirmation of setting values of safety devices and control devices

b) Electrical Side
i. Checking of all safety devices and adjustment (if required)
ii. Servicing of Control Panel
iii. Checking programming of Microprocessor
iv. Checking and adjustment of Inverter Programming
v. Checking Amp. and Abnormality of:
- Absorber Pump
- Refrigerant Pump
- Vacuum Pump
-

c) Water Side
i. De-scaling of Absorber and Condenser with De-scalar (Cooling tower is not included)
ii. Neutralization with Neutralizer (after de-scaling)

c) Tests
i. Bubble Test
ii. Cycle Test
iii. Checking of alcohol physically and will be changes, (if required, Alcohol provided by Client)

e) Libr Test

Evaluation of report as per Chiller Manufacturer standard along with our recommendation. Kindly be noted that it is highly recommended from the manufacturer to get Li-Br testing, 4 times a year for 24 hours operation & 3 times a year for 12 hours operation. (Li-Br test will be conducted from external source, however; if asked, Contractor shall arrange and charge as per actual)

SP-02.4.14 PREVENTIVE MAINTENANCE AND INSPECTION OF HVAC SYSTEM

a) Cooling Tower
i. Checking & Servicing on Daily Basis
- Complete overall visual inspection to be sure all equipment is operating and that safety systems are in place.
- Inspection of Cooling Tower circulating water circuit
- Chemical Dosing
- Checking of PH & TDS of Cooling water circuit
- Checking Ampere of Cooling Tower Motor.

ii. Checking & Servicing on Weekly/Monthly Basis or as per requirement
- Complete overall visual inspection to be sure all equipment is operating and that safety systems are in place
- Inspection of Cooling Tower circulating water circuit
- Servicing of Hot & Cold Water basin

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- Checking float valve on Cooling Towers for proper operation or leakage
- Check Motor support and Fan Blades.

iii. Annual Servicing

- Complete overall visual inspection to be sure all equipment is operating and that safety systems are in place
- Inspection for clogging
- Checking the condition of Fan Motor
- Check for loose Fill, Connections, Leaks etc
- Check Motor support and Fan Blades
- De-scaling of Cooling Towers, yearly basis with de-scalar
- Charging of Water Treatment Chemicals (Chemicals provided by Client)
- Or purchase by Contractor (Quote Separately)
- Inspection of Cooling Tower circulating water circuit
- Repairing, if any leakage in the system (Material will be provided by Client)
- Checking float valve on Cooling Towers for proper operation or leakage

d) Air Handling Units

i. Checking & Servicing on Daily Basis of any abnormality & normal operation condition

ii. Checking & servicing of Filters on Daily Basis

iii. Checking & Servicing on Weekly/Monthly Basis or as per requirement

- Overall Visual Inspection
- Checking & Servicing of Filters
- Inspection of Fan & Fan Motor
- Checking of Blowers, Belts and Temperature and Pressure Gauges

iv. Annual Servicing

- Overall Visual Inspection
- Checking of Coil condition
- Inspection of Fan & Fan Motor
- Checking of Blowers, Belts and Temperature and Pressure Gauges
- Greasing of Bolts & Motor (upon requirement)
- Servicing of Coils (upon requirement)

c) Fan Coil Units

i. Checking & Servicing on Daily Basis

- Checking of any abnormality & normal operation condition
- Checking & Servicing of Filters

ii. Checking & Servicing on Weekly/Monthly Basis or as per requirement

- Overall Visual Inspection

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- Checking & Servicing of Filters
- Checking of Blowers, Motor and Temperature and Pressure Gauges

iii. Annual Servicing
- Overall Visual Inspection
- Checking of Coil condition
- Inspection of Blower & Motor
- Greasing of bolts & motor (upon requirement)
- Servicing of Coils (upon requirement)

d) Pumps

i. Checking & Servicing on Daily/Weekly Basis
- Checking of operation condition of Motor
- Checking and secure all Pumps mountings
- Checking of Amperes of Pumps

ii. Checking & Servicing on Monthly Basis or as per requirement
- Overall Visual Inspection
- Assure that all bearings are lubricated
- Assure that all bearings, drive, pulley & gland rope. Adjust, repair or replace (if required provided by Client)
- Checking the condition of the Motor
- Checking of Amperes of Pumps

iii. Annual Servicing
- Overall Visual Inspection
- Assure that all bearings are lubricated
- Assure that all bearings, drive, pulley & gland rope. Adjust, repair or replace (if required provided by Client)
- Checking the condition of the Motor
- Checking of Amperes of Pumps

SP-02.4.15 REPAIR/MAINTENANCE SERVICES OF SPLIT AIR CONDITIONERS

a) Preventive Maintenance (Half Yearly)
i. Clean indoor unit filters, evaporators, and plastic covers.
ii. Wash outdoor condenser coils using low-pressure water.
iii. Check refrigerant gas levels and inspect for system leaks.
iv. Test electrical connections, contactors, and running currents.
v. Clear condensate drain lines to prevent water leakage.
vi. Any other to keep the units operational

b) Corrective Maintenance (As Needed)
i. Repair or replace faulty compressors, fan motors, PCBs and etc. (Parts will be provided by the Owner)
ii. Respond to emergency breakdown calls immediately.

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SP-02.4.16 PERIODIC CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES OF DIESEL GENERATORS (2 Nos. of 400 KVA each)

a) Routine checking after every 3 months or as and when required.
b) Changing lube oil, oil filters, fuel filters, and air filters etc. (Parts will be provided by the Owner)
c) Inspecting battery health, radiator coolant levels, belt tension, and exhaust systems etc. and related works (Parts will be provided by the Owner)
d) Load bank testing, electronic diagnostics, fuel injector calibration, and alternator checks etc.
e) Any other to keep the DG sets operational.
f) Respond to emergency breakdown calls immediately.

SP-02.4.17 CHECKING / INSPECTION / REPAIR / MAINTENANCE SERVICES RELATED TO BUILDING ELECTRIFICATION SYSTEM, WATER PUMPS & WATER SUPPLY SYSTEM

a) Quickly diagnose electrical faults, short circuits, earth faults etc.
b) Manage safe electrical isolations or temporary power hookups for maintenance activities.
c) Replace faulty or burnt-out circuit breakers (MCBs/MCCBs), contactors, fuses, damaged wiring segments etc.
d) Maintenance, replacement and installation of building lighting fixtures, fans, light/power plugs, power supply etc.
e) Rapidly troubleshoot water pump faults, burnt components and their repair maintenance & installation.
e) Any other to keep systems operational.
f) Respond to emergency breakdown calls immediately.

SP-02.4.18 PAINTING

Painting of all equipment, ducting and piping including supports, if the original paint has been scratched or has deteriorated.

SP-03 MAINTENANCE STAFF

The Operator shall operate, service and maintain the complete HVAC system. The Operator shall provide personnel of specified qualification for operation and maintenance as per staff schedule. No inexperienced staff shall be deployed.

SP-04 MAINTENANCE TOOLS, PLANT & INSTRUMENTS

The Operator shall supply in a toolbox full set of tools suitable for the maintenance of all components of the system including the electrical equipment. List of tools shall be subject to approval of the Owner.

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The Operator shall also furnish maintenance tools, plant and instruments of the HVAC Equipment. The Tools shall include not normally available in the market as standard tools and are generally manufactured especially for use with the HVAC Equipment. All lifting devices shall be accurately machined to fit the parts to be handled. The wrenches and tools for maintenance, insofar as practicable, shall be mounted on a suitable hardwood or steel board arranged for wall mounting and provided with means for ready identification. The Operator shall also provide refrigerant charging Plant if and when required. No separate payment shall be made for providing Plant and Tools.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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SPECIFICATIONS
TECHNICAL PROVISIONS

1-01 WORKMANSHIP

Workmanship and general maintenance shall be of the highest grade, in accordance with the requirements specified herein and the best modern standard practice.

1-02 CUTTING, PATCHING AND REPAIRING

Required for proper repair of HVAC works including masonry work, carpentry work, painting and re-painting shall be performed by the skilled craftsmen in respective trades, at the expense of the Contractor.

1-03 PROTECTION

The Contractor shall keep pipe, duct and other openings closed to prevent entry of foreign matter. All fixtures, apparatus, or equipment damaged including damaged shop coats of paint shall be protected and restored to original after completion of work. All bright finished shafts bearing housings and similar items shall be protected until in service: no rust will be permitted.

1-04 CHEMICALS FOR CHILLED/HOT WATER AND CONDENSER WATER

The quantities of chemicals shall be based on the system volume. The type, quality and concentration of chemicals shall be approved by the Engineer after its analysis.

1-05 OIL AND GREASES

The oils and greases shall be supplied in sealed containers. These shall be of suitable quality. The quantity, grade of oil and greases and their manufacturer shall be approved by the Engineer.

1-06 MAJOR HVAC EQUIPMENT

Heating, Ventilation and Air Conditioning (HVAC) System consists of the following major equipment:

1)	Absorption Chillers (One Stand by)	Three	(3) Nos
2)	Cooling Towers (One Stand by)	Three	(3) Nos
3)	Condenser Water Pumps	Three	(3) Nos
4)	Chilled Water Pumps	Three	(3) Nos
5)	Air Handling Units (AHUs)	Six	(6) Nos
6)	Fan Coil Units (FCUs)	One	(1) Nos
7)	HVAC Electrical Panels	One	(1) Nos
8)	Water Treatment Dosing Equipment (Excluding Chemicals)	One	(1) Nos

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9)	Expansion Tank	One	(1) Nos
10)	BMS System(Only Operation)	One	(1) Nos
11)	Ventilation Fans	Five	(5) Nos
12)	Air Conditioners Split Units	Fifteen	(15) Nos
13)	Diesel Generators (400KVA)	Two	(02) Nos
14)	Pupms (different types)	Six	(06) Nos

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

NESPAK HOUSE - HVAC SYSTEM
(ABBREVIATIONS)

SR NO.	ABBREVIATIONS	DESCRIPTION
1	O&M	OPERATION AND MAINTENANCE
2	CPR	CENTRAL PLANT ROOM
3	CH	CHILLER
4	CT	COOLING TOWER
5	AHU	AIR HANDLING UNIT
6	FCU	FAN COIL UNIT
7	SAC	SPLIT AIR CONDITIONER
8	HWG	HOT WATER GENERATOR
9	TSP	THERMAL STORAGE PLANT
10	CHP	CHILLED WATER PRIMARY PUMP
11	CHSP	CHILLED WATER SECONDARY PUMP
12	CP	CONDENSER WATER PUMP
13	HP	HOT WATER PRIMARY PUMP
14	CV	CONTROL VALVE
15	T IN	INLET WATER TEMPERATURE
16	T OUT	OUTLET WATER TEMPERATURE
17	ΔT	TEMPERATURE DIFFERENCE
18	P IN	INLET WATER PRESSURE

SR NO.	ABBREVIATIONS	DESCRIPTION
19	P OUT	OUTLET WATER PRESSURE
20	ΔP	PRESSURE DIFFERENCE
21	PSI	POUND PER SQUARE INCH (lb/in^2)
22	°C	DEGREE CENTIGRADE
23	O.A TEMPERATURE	OUTSIDE AIR TEMPERATURE
24	SUC.	SUCTION
25	DISCHG.	DISCHARGE
26	LWT	LEAVING WATER TEMPERATURE
27	EWT	ENTERING WATER TEMPERATURE
28	PH	PHASE
29	FLA	FULL LOAD AMPERE
30	S.A	SUPPLY AIR
31	R.A	RETURN AIR
32	HRS	HOURS

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FORM - 1
NESPAK HOUSE - HVAC SYSTEM
DAILY LOG SHEET (SUMMER)
CENTRAL PLANT ROOM (CPR)

DATE _____
SHEET 1 OF 2

TIME		HRS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
EQUIPMENT			UNITS																								
CH-1	EVAPORATOR	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
	CONDENSER	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
CH-2	EVAPORATOR	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
	CONDENSER	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
CH-3	EVAPORATOR	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
	CONDENSER	T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
		P IN	PSI																								
		P OUT	PSI																								
		ΔP	PSI																								
TSCWP		T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
SYSTEM (LOAD SIDE)		T IN	^{O}C																								
		T OUT	^{O}C																								
		ΔT	^{O}C																								
O.A. TEMPERATURE			^{O}C																								

RECORDED BY (CONTRACTOR) _____ NAME & SIGNATURES

O & M INCHARGE (CONTRACTOR) _____ NAME & SIGNATURES

NESPAK REPRESENTATIVE _____ NAME & SIGNATURES

FORM - 1
NESPAK HOUSE - HVAC SYSTEM
DAILY LOG SHEET (SUMMER)
CENTRAL PLANT ROOM (CPR)

DATE _____
SHEET 2 OF 2

TIME		HRS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
EQUIPMENT			UNITS																								
P U M P S	CHP-1	P IN	PSI																								
		P OUT	PSI																								
	CHP-2	P IN	PSI																								
		P OUT	PSI																								
	CHP-3	P IN	PSI																								
		P OUT	PSI																								
	CHSP-1	P IN	PSI																								
		P OUT	PSI																								
	CHSP-2	P IN	PSI																								
		P OUT	PSI																								
	CHSP-3	P IN	PSI																								
		P OUT	PSI																								
	CHSP-4	P IN	PSI																								
	Stand by	P OUT	PSI																								
	CHSP-5	P IN	PSI																								
		P OUT	PSI																								
	CHSP-6	P IN	PSI																								
	Stand by	P OUT	PSI																								
	CP-1	P IN	PSI																								
		P OUT	PSI																								
	CP-2	P IN	PSI																								
		P OUT	PSI																								
	CP-3	P IN	PSI																								
		P OUT	PSI																								
TSP	CHARGING		XXXX																								
MODE	DISCHARGING		XXXX																								
CV OPEN TO TSP			%																								
REFRIGERANT	CH-1	SUC.	PSI																								
		DISCHG.	PSI																								
		OIL	PSI																								
	CH-2	SUC.	PSI																								
		DISCHG.	PSI																								
		OIL	PSI																								
	CH-3	SUC.	PSI																								
		DISCHG.	PSI																								
		OIL	PSI																								

RECORDED BY (CONTRACTOR) _____ NAME & SIGNATURES

O & M INCHARGE (CONTRACTOR) _____ NAME & SIGNATURES

NESPAK REPRESENTATIVE _____ NAME & SIGNATURES

PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 2
NESPAK HOUSE
HVAC SYSTEM
DAILY LOG SHEET (WINTER)
CENTRAL PLANT ROOM (CPR)

DATE _____
SHEET 1 OF 1

TIME			HRS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
EQUIPMENT				UNITS																								
HWG-1			T IN	^{O}C																								
			T OUT	^{O}C																								
			ΔT	^{O}C																								
			P IN	PSI																								
			P OUT	PSI																								
			ΔP	PSI																								
HWG-2			T IN	^{O}C																								
			T OUT	^{O}C																								
			ΔT	^{O}C																								
			P IN	PSI																								
			P OUT	PSI																								
			ΔP	PSI																								
P U M P S	PRIMARY		HP-1	P IN	PSI																								
				P OUT	PSI																								
			HP-2	P IN	PSI																								
				P OUT	PSI																								
	SECONDARY		CHSP-1	P IN	PSI																								
				P OUT	PSI																								
			CHSP-2	P IN	PSI																								
				P OUT	PSI																								
			CHSP-3	P IN	PSI																								
				P OUT	PSI																								
			CHSP-4	P IN	PSI																								
			Stand by	P OUT	PSI																								
			CHSP-5	P IN	PSI																								
				P OUT	PSI																								
			CHSP-6	P IN	PSI																								
			Stand by	P OUT	PSI																								
O.A. TEMPERATURE					^{O}C																								
FUEL GAS PRESSURE					PSI																								

RECORDED BY (CONTRACTOR) _____ NAME & SIGNATURES

O & M INCHARGE (CONTRACTOR) _____ NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

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FORM - 3

N E S P A K H O U S E

HVAC SYSTEM

DAILY LOG SHEET (AIR HANDLING UNITS)

SUMMER/WINTER

DATE_____

SHEET 1 OF 1

Sr. No.	AHU NO.	6000 TO 9000 CPR LWT -------- ^{O}C OA T -------- ^{O}C						1100 TO 1200 CPR LWT -------- ^{O}C OA T -------- ^{O}C						1400 TO 1500 CPR LWT -------- ^{O}C OA T -------- ^{O}C						ZONE / SPACE TEMPERATURE (°C)		
		EWT ^{O}C	LWT ^{O}C	ΔT ^{O}C	P IN PSI	P OUT PSI	ΔP PSI	EWT ^{O}C	LWT ^{O}C	ΔT ^{O}C	P IN PSI	P OUT PSI	ΔP PSI	EWT ^{O}C	LWT ^{O}C	ΔT ^{O}C	P IN PSI	P OUT PSI	ΔP PSI	Reading 1	Reading 2	Reading 3
1	AHU/B-1																					
2	AHU/B-2																					
3	AHU/G-1																					
4	AHU/G-2																					
5	AHU/G-3																					
6	AHU/G-4																					
7	AHU/G-L1																					
8	AHU/F-1																					
9	AHU/F-2																					
10	AHU/F-3																					
11	AHU/F-4																					
12	AHU/S-1																					
13	AHU/S-2																					
14	AHU/S-3																					
15	AHU/S-4																					
16	AHU/PH-1																					
17	AHU/PH-2																					
18	AHU/T-1																					
19	AHU/T-2																					
20	AHU/TC-1																					
21	AHU/T-3																					
22	AHU/T-4																					

RECORDED BY (CONTRACTOR) _____ NAME & SIGNATURES

O & M INCHARGE (CONTRACTOR) _____ NAME & SIGNATURES

NESPAK REPRESENTATIVE _____ NAME & SIGNATURES

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FORM - 4
NESPAK HOUSE - HVAC SYSTEM
MONTHLY LOG SHEET
ELECTRICAL PARAMETERS (SUMMER)
CENTRAL PLANT ROOM (CPR)

MONTH _____

DATE _____
SHEET 1 OF 1

DATE	LINE VOLTAGE AT MAINS (VOLTS)			FLA - CH-1 -------- FLA COMPRESSOR NO. --------						FLA - CH-2 -------- FLA COMPRESSOR NO. --------						FLA - CH-3 -------- FLA COMPRESSOR	CHILLED WATER PUMPS (FLA) PRIMARY			SECONDARY						CONDENSER WATER PUMPS (FLA)			COOLING TOWERS (FLA)		
	PH/1-2	PH/2-3	PH/3-1	1	2	3	4	5	6	1	2	3	4	5	6	1	CHP-1	CHP-2	CHP-3	CHSP-1	CHSP-2	CHSP-3	CHSP-4	CHSP-5	CHSP-6	CP-1	CP-2	CP-3	CT-1	CT-2	CT-3
1																															
2																															
3																															
4																															
5																															
6																															
7																															
8																															
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30																															
31																															

RECORDED BY (CONTRACTOR) _____ NAME & SIGNATURES

O & M INCHARGE (CONTRACTOR) _____ NAME & SIGNATURES

NESPAK REPRESENTATIVE _____ NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 5

NESPAK HOUSE - HVAC SYSTEM

MONTHLY LOG SHEET

ELECTRICAL PARAMETERS (WINTER)

CENTRAL PLANT ROOM (CPR)

MONTH : _____

DATE _____

DATE	LINE VOLTAGE AT MAINS (VOLTS)			HOT WATER GENERATORS (FLA)		HOT WATER PUMPS (FLA)							
						PRIMARY		SECONDARY					
	PH/1-2	PH/2-3	PH/3-1	HWG-1	HWG-2	HP-1	HP-2	CHSP-1	CHSP-2	CHSP-3	CHSP-4	CHSP-5	CHSP-6
1													
2													
3													
4													
5													
6													
7													
8													
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10													
11													
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29													
30													
31													

RECORDED BY _____
(CONTRACTOR) NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

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FORM - 6

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND OF AHUs

DATE : _____
SHEET 1 OF 2

S. NO.	DESCRIPTION		OBSERVATIONS AHU NO.																				
			B-1	B-2	G-1	G-2	G-3	G-4	G-L1	F-1	F-2	F-3	F-4	S-1	S-2	S-3	S-4	PH-1	PH-2	T-1	T-2	TC-1	T-3	T-4
1	Time	HRS																						
2	S.A. Fan	ON																						
		OFF																						
3	R.A. Fan	ON																						
		OFF																						
4	Damper Linkage Z1:	Manual																						
		Automatic																						
	Damper Linkage Z2:	Manual																						
		Automatic																						
	Damper Linkage Z3:	Manual																						
		Automatic																						
5	Condensate Drain	Blocked																						
		Flowing																						
6	O.A/R.A Damper	Manual																						
	linkage	Automatic																						
7	Any leakage of	No																						
	water from piping.	Yes																						
8	Any leakage of	No																						
	water from Valves	Yes																						
9	Any leakage of	No																						
	Air from AHU Casing	Yes																						
10	Any leakage of	No																						
	Air from R.A. Fan Casing	Yes																						
11	Any abnormal	No																						
	noise from R.A. Fan	Yes																						
12	OA/RA %age	-																						

RECORDED BY _____
(CONTRACTOR) NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 6

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND
BASEMENT/SHAFT
OUTSIDE PLANT ROOM

DATE: _____
SHEET 2 OF 2

S. NO.	DESCRIPTION		OBSERVATION	REMARKS	TIME
1	Any leakage of water from piping	No			
		Yes			
		Location			
2	Any leakage of water from valves	No			
		Yes			
		Location			
3	Any damage to flue duct	No			
		Yes			
		Location			
4	Any damage to pipe	No			
		Yes			
		Location			
5	Any damage to valves	No			
		Yes			
		Location			

OBSERVED BY _____
(CONTRACTOR) NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE_____
NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 7

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND OF FCUs
GROUND FLOOR

DATE: _____
SHEET 1 OF 4

S. NO.	DESCRIPTION		OBSERVATIONS FCU NO.																							REMARKS
			FCU-5-1	FCU-5-2	FCU-5-3	FCU-1	FCU-5-4	FCU-5-5	FCU-5-6	FCU-5-7	FCU-5-8	FCU-5-9	FCU-5-10	FCU-5-11	FCU-3-1	FCU-5-12	FCU-5-13	FCU-3-2									
1	Time	HRS.																								
2	FCU Fan	ON																								
		OFF																								
3	Condensate Drain	Blocked																								
		Flowing																								
4	Any leakage of water from pipes, valves, etc.	No																								
		Yes																								
5	Supply Air Temperature	°C																								

RECORDED BY_____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 7

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND OF FCUs
FIRST FLOOR

DATE: _____
SHEET 2 OF 4

S. NO.	DESCRIPTION		OBSERVATIONS FCU NO.																							REMARKS
			FCU-5-15	FCU-5-16	FCU-5-17	FCU-5-18	FCU-5-19	FCU-5-20	FCU-5-14	FCU-5-21	FCU-5-22	FCU-5-23	FCU-5-24	FCU-5-25	FCU-5-26	FCU-5-27	FCU-4-1	FCU-4-2	FCU-4-3	FCU-4-4							
1	Time	HRS.																								
2	FCU Fan	ON																								
		OFF																								
3	Condensate Drain	Blocked																								
		Flowing																								
4	Any leakage of water from pipes, valves, etc.	No																								
		Yes																								
5	Supply Air Temperature	°C																								

RECORDED BY_____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 7

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND OF FCUs
SECOND FLOOR

DATE: _____
SHEET 3 OF 4

S. NO.	DESCRIPTION		OBSERVATIONS FCU NO.																							REMARKS
			FCU-5-27	FCU-5-28	FCU-5-29	FCU-5-30	FCU-3-3	FCU-5-43	FCU-5-44	FCU-5-45	FCU-5-46	FCU-5-47	FCU-5-31	FCU-5-32	FCU-5-38	FCU-5-39	FCU-5-40	FCU-5-41	FCU-5-42	FCU-5-33	FCU-5-34	FCU5-35	FCU5-36	FCU5-37			
1	Time	HRS.																								
2	FCU Fan	ON																								
		OFF																								
3	Condensate Drain	Blocked																								
		Flowing																								
4	Any leakage of water from pipes, valves, etc.	No																								
		Yes																								
5	Supply Air Temperature	°C																								

RECORDED BY_____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM - 7

NESPAK HOUSE
HVAC SYSTEM
CHECK LIST FOR DAILY ROUND OF FCUs
THIRD FLOOR

DATE: _____
SHEET 4 OF 4

S. NO.	DESCRIPTION		OBSERVATIONS FCU NO.																								REMARKS
			FCU-5-48	FCU-5-49	FCU-5-50	FCU-5-51	FCU-5-52	FCU-5-53	FCU-5-54	FCU-2	FCU-5-55	FCU-5-56															
1	Time	HRS.																									
2	FCU Fan	ON																									
		OFF																									
3	Condensate Drain	Blocked																									
		Flowing																									
4	Any leakage of water from pipes, valves, etc.	No																									
		Yes																									
5	Supply Air Temperature	°C																									

RECORDED BY_____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE _____
NAME & SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM- 8
NESPAK HOUSE
HVAC SYSTEM
PREVENTIVE MAINTENANCE SCHEDULE

S.No	Description	Daily	Weekly	Fort nightly	Monthly	Before seasonal startup	Remarks
1	CHILLERS						
	- Descaling of Condenser					*	
	- Dry Test of all Controls & Safeties					*	
	- Leak testing & charging of refrigerant gas					*	
	- Dusting of Chiller& Chiller Control		*				
	panels with blower						
	- Balancing of Water Flow Rate					*	
2	PUMPS						
	- Checking of alignment				3 months		
	- Greasing of Pumps & Motor bearings				3 months		
	- Cleaning of Strainers				*		
	- Balancing of Water Flow Rate					*	
3	COOLING TOWER						
	- Descaling of Fill					*	
	- Descaling of Nozzles					*	
	- Cleaning of CT Basin					*	
	- Descaling of C.T. Basin					*	
	- Greasing of C.T. Fan/Motor Bearings				3 months	*	
	- General inspection of fan blades		*				
	- Tightening of Fan Belts		*				
	- Leakage Test and Repair					*	
	- Balancing of Water Flow Rate					*	
4	THERMAL STORAGE SYSTEM						
	- Cleaning of Glycol Filter				*	*	
	- General Inspection of TSP Tanks					*	
	from inside & outside before filling						
	- Leakage test & repair					*	
	- Cleaning of Strainers at TSP Tanks				*	*	
5	EXPANSION TANKS						
	- General Inspection & Cleaning if					*	
	required						
6	HOT WATER GENERATOR						
	- Inspection of tubes and de scaling if					*	
	required						
	- Dry Test of Controls					*	
7	CHEMICALS						
A.	Condenser Water System						
	i) Testing of dosing Pump				*	*	
	ii) Dosing of Chemicals						
	- Initial dose					*	
	- Scale/corrosion inhibitor	*					
	- Biocides			*			
	-Testing of water				*		

FORM-9

NESPAK HOUSE

HVAC SYSTEM

PREVENTIVE MAINTENANCE SCHEDULE

S.No	Description	Daily	Weekly	Fort nightly	Monthly	Before seasonal startup	Remarks
B.	Hot Water System						
	i) Cleaning of Pot feeder					*	
	ii) Dosing of chemicals						
	- Initial dose					*	
	- Dosing of Corrosion inhibitor				*		
	- Testing of water		*				
C.	Ethylene Glycol						
	- Initial Dose (25% by value)					*	
	- Testing of Glycol solution		*				
	- Toping up if required		*				
8	AIR HANDLING UNITS						
	- Cleaning of filters (RA/OA) of all		*				
	AHUs						
	Cleaning of strainers of all AHUs		*				
	- Washing of Coils and Drain pans of all AHUs			*			
	- Greasing of S.A. fan/motor bearings of all AHUs				3 months		
	- Greasing of R.A. fan/motor bearings of all AHUs				3 months		
	- Dry Testing of Controls of all AHUs					*	
	- Dusting of Control Panel of all AHUs		*				
	- External Cleaning/Washing of all AHUs					*	
	- External Cleaning/Washing of all R.A. fans					*	
	- Painting of AHUs/R.A. fans if necessary					*	
	- Tightening of fan belts and alignment of fan and motor				*		
	- Balancing of Water Flow Rate					*	
9	EXHAUST FANS						
	- Greasing of fan/motor bearings				3 months		
10	SPLIT AIR CONDITIONERS						
	- Air Filter Cleaning			*			
	- Servicing /Cleaning of Units					*	

FORM-9

NESPAK HOUSE

HVAC SYSTEM

PREVENTIVE MAINTENANCE SCHEDULE

S.No	Description	Daily	Weekly	Fort nightly	Monthly	Before seasonal startup	Remarks
11	MISCELLANEOUS						
	- Cleaning of CPR drain channel				*		
	- Cleaning of CPR sump					*	
	- Cleaning of Air Inlets/Outlets				*	*	
	Cleaning of strainers of all FCUs		*				
	Dusting/Cleaning of CPR & AHU rooms				*	*	
	- Dusting of Electrical Panels with Blower			*			
	Painting & Identification of exposed pipping in CPR & AHU rooms					*	
	- Inspection and repair of R.A false boxing outside the building if required					*	

NOTE:

1. APPROPRIATE FORMS TO MAINTAIN A RECORD OF SCHEDULED ACTIVITIES IN ACCORDANCE WITH THIS PREVENTIVE MAINTENANCE SCHEDULE MAY BE PREPARED BY THE MAINTENANCE CELL.

2. ALL INSTRUMENTS / TOOLS REQUIRED FOR PERVENTIVE/ REGULAR MAINTENANCE SHALL BE ARRANGED BY THE OPERATOR /CONTRACTOR.

PUBLIC PROCUREMENT REGULATORY AUTHORITY PPRA EPADS

FORM-9
NESPAK HOUSE - HVAC SYSTEM
(MAINTENANCE LOG)

DATE	NAME OF EQUIPMENT	DESCRIPTION OF MAINTENANCE CARRIED OUT	REAMRKS

PROCUREMENT REGULATORY AUTHORITY
PPRA
EPADS

FORM-10
NESPAK HOUSE - HVAC SYSTEM
SPARE PARTS STOCK POSITION

NAME OF EQUIPMENT: _____

DATE	PART No.	DESCRIPTION	QTY. IN STOCK	QTY. ISSUED	QTY. BALANCE	REMARKS

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM-11
NESPAK HOUSE - HVAC SYSTEM
(COMPLAIN SHEET)

DATE	NAME & DESIGNATION OF COMPLAINANT	DIVISION	DESCRIPTION OF MAINTENANCE CARRIED OUT	REAMRKS

COMPLAINANT_____
SIGNATURES

O & M INCHARGE _____
(CONTRACTOR) NAME & SIGNATURES

NESPAK REPRESENTATIVE_____
NAME & SIGNATURES

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS