

# **PROCUREMENT OF GENERAL SUPPORT & SECURITY SERVICES**

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**(Single Stage One Envelope)**

**(National Competitive Bidding)**

**Ref No. EXIM/PROC/ADMN-35/2025**

**Via E-Pads only (PPRA e-procurement module)**



**EXIM**  
ایکسیم بینک اف پاکستان  
Export - Import Bank of Pakistan

# INVITATION TO BID

## Procurement of General Support & Security Services

Ref. No.: EXIM/PROC/ADMN-35/2025

**Export-Import Bank of Pakistan** (EXIM BANK), established by the Government of Pakistan as the official Export Credit Agency with the objective to promote, expand and provide diversification of the export base of Pakistan and to encourage businesses by providing financial instruments/facilities to work on import substitution products, etc., invites bids sealed bids from eligible bidders registered with relevant authorities for procurement of General Support & Security Services.

1. The interested bidders submitting their bids must be appearing on Active Taxpayers List issued by Federal Board of Revenue, Government of Pakistan, at the time of submission of bids.
2. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bids, evaluation criteria, clarification/rejection of bids, performance guarantee, etc. can be downloaded by the interested bidders from EXIM BANK and EPADS websites. Prospective bidders may request clarification on any aspect of the bidding documents **till 19<sup>th</sup> of December 2025, by 1100 Hrs.**
3. Notification of the Grievance Redressal Committee (G.R.C.) constituted in term of Rule 48 of P.P.R.A. 2004 is provided on EPADS and EXIM Bank's Websites.
4. Bids, prepared in accordance with the instructions provided in the bidding documents and EPADS portal, must be submitted via EPADS on or before **29<sup>th</sup> of December 2025, by 1100 Hrs.** Bids will be opened on the same day at **1130 Hrs.** In case the day of bid submission and technical bid opening falls on a public holiday, the next working day shall be considered as the deadline for the same. This notice is also available on EPADS & EXIM Bank websites:

EXIM Bank: [www.eximbank.gov.pk](http://www.eximbank.gov.pk)

P.P.R.A.: <https://ppra.gov.pk>

EPADS: <https://eprocure.gov.pk>

**Head of Procurement Committee**, Export-Import Bank of Pakistan (EXIM Bank), Office No. 510-512, 5<sup>th</sup> Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad, Pakistan. Phone: +92-(0)51-917-0184.

Contributing Towards a Positive Trade Balance

مثبت تجارتی توازن، مضبوط پاکستان

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## INSTRUCTIONS TO BIDDERS

The objective of “Instructions to Bidders” is to provide bidders information to submit their bids in response to this bidding document via E-Pads, according to the requirements defined in this bidding document and in the same order/sequence as set forth in this bidding document. Bidders are required to follow the requirements below for their bids:

- 1) Any communication/response to the clarifications shall be shared with such provided contact person(s). EXIM BANK assumes no liability for non-receipt of communication/clarifications for such bidders who do not share the required contact details.
- 2) EXIM BANK will respond through E-Pads only, in case any request for clarifications is made by the bidder(s). An SMS/text message or phone call will not be regarded as official communication for the purpose of this bidding document and cannot be referred to as such and shall not be deemed legally binding. EXIM Bank foresees that while clarifying a query, a bidder's identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by EXIM Bank.
- 3) Scope of services for subject tender is provided at **Annexure-I**.
- 4) For this Tender, **Single Stage – One Envelope (1S-1E)** Procedure as per Public Procurement Rules 2004 shall be followed. Bidders are required to submit their technical and financial bids via E-pads.
- 5) All pages of the technical and financial bids must be sequentially numbered. Form of Bid, in technical bid, and Price Schedule, in financial bid, must be stamped & signed by the representative authorized as per clause 6 of the Form of Bid (**Annexure-III**). All other pages of the technical and financial bids must be stamped and initialed by the representative authorized as per clause 6 of the Form of Bid.
- 6) Bidders shall submit a Bid Securing Declaration as per format provided at **Annex-VI-A**. No bid shall be entertained without the Bid Securing Declaration.
- 7) After award of tender to the successful bidder, retention of ten percent (10%), as Performance Security, from its first invoice shall be retained by the EXIM Bank till the period of contract.
- 8) The bid validity period will be **One Hundred and Twenty (120) days**, starting from the date of opening of the bids. Within the original validity of the bids, EXIM Bank may request the bidders to extend their bid validity for another period not exceeding the original bid validity.
- 9) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
- 10) EXIM Bank reserves the right to amend, modify, supplement or withdraw this bidding document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be made part of the bidding documents and binding on the bidders. EXIM Bank shall notify the amendment(s) in writing prior to the bid submission date.

- 11) The Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned at **Annexure-IV**. The Bidders shall be evaluated on basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. The bidder who fulfills evaluation criteria and has the lowest bid shall be declared the successful and most advantageous bidder as per Public Procurement Rules 2004.
- 12) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 13) The bids will be rejected if any shortcoming occurs in the following:
  - a. Signed “Form of Bid”, as per format given in **Annexure-III**, with official stamp affixed on it is not provided;
  - b. Form of Bid is not submitted in original, on bidder’s letterhead and with signatures, as required, and official stamp. Copy (whether scanned color copy or photocopy) would not be acceptable;
  - c. Bid Securing Declaration, as per required form and format, is not provided;
  - d. Bids submitted without FBR registration certificates and bidder not appearing on Active Taxpayer List (ATL) of FBR;
  - e. Bid is un-signed, partial, conditional, alternative, late;
  - f. Bidder(s) has been found blacklisted or having actual or potential conflict of interest either with EXIM or the subject assignment;
  - g. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified; and
  - h. Bidder(s) engages in corrupt or fraudulent practices during the process.
- 14) The bids shall be opened via E-pads portal.
- 15) The bids will be evaluated as per the evaluation criteria provided at **Annexure-IV**.
- 16) Bidders are required to submit their financial proposals as per the format provided at **Annexure-V**.
- 17) The bidders shall bear all costs/expenses associated with the preparation and submission of the bids and EXIM Bank shall in no case be responsible/liable for those costs/expenses.
- 18) Any bid received by EXIM Bank in hard form shall be returned unopened to such bidder. Only bids received in soft form via E-pads portal shall be considered.
- 19) During the examination and evaluation of the bids, EXIM Bank at its sole discretion may ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing via E-Pads/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission.
- 20) The successful bidder will sign a contract with EXIM Bank as per draft attached as **Annexure-II**. All costs associated with entering into the said contract shall be borne by the successful bidder.

21) EXIM Bank does not accept:

- a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidders or its advisers during the bidding process and responses to requests for information/clarifications and questions raised by a bidder; or
- b) any liability for any loss or damage suffered or incurred by the bidders or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.

22) The bidders agree that:

- a) they will conduct their own investigations and analysis regarding any information, statements or representations contained in this bidding documents and will rely on their own enquiries and seek appropriate professional advice;
- b) they do not rely on any representation or warranty (expressed or implied) as to the accuracy, completeness, currency or reliability of the information.

23) The decision of EXIM Bank shall be final and EXIM Bank will not be liable for any loss or damage to any party acting in reliance thereon.

24) EXIM Bank reserves the right to blacklist any bidder who breaches any terms and conditions of this bidding document.

## **ANNEXURE-I: SCOPE OF SERVICES**

### **Part A: General Requirements:**

- i. The Service Provider shall provide the required services as per the specific services requirement described in Part-B below.
- ii. “Service Points” are the number of locations of services where the service provider is required to provide uninterrupted services simultaneously.
- iii. The Service provider at its end shall maintain sufficient record of services executed at Client’s premises.
- iv. The Service Provider will indemnify EXIM Bank from all kinds of losses, including but not limited to legal, security and financial, that may arise due to any non-compliance by the service provider.
- v. The Service Provider will be liable for all kinds of damages caused due to the leakage of any information and misplacement of any paper, record or file, etc.
- vi. The Service Provider will sufficiently manage all the matters with regard to the execution of services as per provisions of the contract.
- vii. The Service Provider will provide services in such a manner as to ensure that at any time, all the services, as mentioned in the agreement, must effectively be completed without any delay.
- viii. The Service Provider will ensure that all regulatory requirements & applicable laws especially labour laws are fully met and indemnify EXIM Bank against any claims accordingly.
- ix. The Service Provider will arrange/ bring the equipment necessary to carry the services under the agreement at the site(s) and keep it in working order.
- x. The Service Provider will arrange and provide the services in professional manners as per the EXIM Bank’s requirements.
- xi. The Service Provider will obtain all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the services under the agreement.
- xii. The Service Provider shall provide information to EXIM Bank about its working practices, materials and equipment and shall fulfill all security protocols defined by EXIM Bank. In any

manner, the service provider shall not compromise EXIM Bank's security or environmental standards.

- xiii. The Service Provider shall ensure to render services safely and shall ensure that they understand all risks and hazards associated with the Services.
- xiv. Uninterrupted services will be required as per the official time observed by EXIM Bank as follows.
  - Monday to Thursday: 8:30:00 AM – 5:30 PM
  - Friday: 8:30:00 AM – 6:00 PM
- xv. The above official time may be changed at any time during the execution of the agreement or during the holy Ramzan, or as announced by the Govt. of Pakistan. However, the services provider shall provide services per EXIM Bank's requirements for the specified service points. Accordingly, payments will be made to the service provider against the same.
- xvi. Since participating bidders/service providers are required to ensure compliance with relevant laws, therefore, EXIM Bank may ask any or all of the bidders whose Financial Proposal will be opened for the breakup of the Financial Proposal to ascertain the economic viability.
- xvii. The supervisor of the service provider shall maintain well disciplined, well-mannered, presentable, and familiar with hygiene practices staff for provision of services and will be responsible for all areas of discipline on behalf of the bidder/applicant and bidder/company shall take complete responsibility for all their acts and deeds.
- xviii. The service provider shall be responsible for provision of services without any exception and in case their deputed staff will be absent, they will provide services by arranging alternatives to keep their service commitments without failure throughout the currency of agreement term in case of non-provision of service(s) deduction shall be made from the payment on pro-rata basis from monthly bill of service provider.
- xix. The service provider staff shall always wear proper and clean uniform while being present within the EXIM Bank premises. The same shall be provided to them by the service provider along with their identification badges for their proper identification and recognition.
- xx. The service provider will be bound to pay their staff a monthly salary on 26<sup>th</sup> of every month in accordance with the minimum wages policy of government set out from time to time and to comply with other labour laws requirements and EXIM Bank shall take no responsibility whatsoever for the same.

- xxi. In case of theft of loss / damage of any equipment/ asset for which bidder/service provider Staff found guilty, the service provider will be responsible to pay the cost of the equipment/ asset.
- xxii. Service Provider is required to pay **50,000/-** Rs per month minimum salary to each outsourced staff deployed at EXIM Bank. In case of any increase in minimum salary under labour law during term of contract same shall be borne by EXIM bank.
- xxiii. The principal place of execution of services is given under specific requirements (Part B). However, in case of services other than the principal place (whenever required) on a temporary basis for a limited period, the service provider will be paid a reasonable out-of-pocket expense as per actual. In case of permanent execution of services other than the principal place, out of pocket expense will not be allowed. However, such an arrangement will be agreed upon in advance between the EXIM Bank and the Service Provider.
- xxiv. In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of EXIM Bank at any time. EXIM Bank shall make an additional payment to the Service Provider on the basis of **Hourly rate as per prevailing labor law.**
- xxv. In case of an interruption in services, EXIM Bank will make deductions accordingly. However, the deduction mechanism will be based on the given formula:
  - **(Monthly charges per service Point (Excl. of Indirect Sales tax) / 30) X No. of Interrupted Days**
- xxvi. EXIM Bank may increase or decrease the number of service points / Services under any circumstances at any time during the pendency of the agreement. **EXIM Bank shall communicate the required number of Service points in writing. The payment shall be made to the service provider on the basis of services rendered at the actual number of service points by using per unit cost basis.**

**Summary of Lots:**

#	Category	Description
1	Category-1	All other services except security services mentioned below
2	Category-2	Services for Security arrangements via security guards

**Note:** The bidders can offer a bid for a single category or multiple categories as mentioned in the Scope of Work / Terms of Reference.

EXIM Bank will evaluate the bids submitted under each category and reserve the right to choose the category from different bidders as per process prescribed under Public Procurement Rules, 2004.

**Part B: General Requirements:**

<b>General Support &amp; Security Services</b>					
<b>1. Floor Cleaning Services</b>	<b>Total Service Points: 03</b>				
	<table border="1"><thead><tr><th>Islamabad</th><th>Karachi</th></tr></thead><tbody><tr><td>02</td><td>01</td></tr></tbody></table>	Islamabad	Karachi	02	01
Islamabad	Karachi				
02	01				
Including but not limited to the following services are required in high quality, prompt and efficient manner:					
<ul style="list-style-type: none"><li>• Shifting office equipment from one place to another within the premises of EXIM Bank or any other site as notified by the Client.</li><li>• Ensuring floor cleanliness services as per requirements.</li><li>• Maintaining sanitized and orderly environment at the specified service points.</li><li>• Any other services similar to the above.</li><li>• All the material, equipment and etc. of good quality (mop, vacuum cleaner, tile cleaner, washroom cleaner liquid etc.) shall be required for cleaning purposes shall be responsibility of janitorial services provider.</li><li>• Sweeping / mopping of entire floor and offices thirty (30) minutes before the office timings.</li><li>• Dusting of the office equipment and furniture.</li><li>• Cleaning of the premises after each hour till office closing.</li><li>• Cleanliness of bathrooms before the office timing and after a regular interval during office hours.</li><li>• Inside cleaning of all the glasses installed at rooms /corridors.</li><li>• To clean carpet tiles daily with vacuum cleaner (vacuum cleaner to be provided by service provider).</li><li>• To clean porcelain tiles with tile cleaner machine &amp; liquid at least twice in month.</li></ul>					

	<ul style="list-style-type: none"> <li>• Cleaning of ceilings. Air conditioners, fans, ducts, picking garbage bags and its disposal, cleaning computers and other accessories installed at the office premises etc.</li> <li>• Any other task assigned time to time.</li> </ul>						
<b>2. Kitchen Maintenance Services</b>	<p><b><u>Total Service Points: 04</u></b></p> <table border="1"> <thead> <tr> <th>Islamabad</th> <th>Lahore</th> <th>Karachi</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>01</td> <td>01</td> </tr> </tbody> </table> <p>Including but not limited to the following services are required in high quality, prompt and efficient manner:</p> <ul style="list-style-type: none"> <li>• Service support, including serving refreshments for meetings and events</li> <li>• Serving daily refreshment to staff</li> <li>• Availability of drinking water</li> <li>• Ensuring cleanliness of utensils as per requirements.</li> <li>• Washing utensils and cleaning the kitchen areas</li> <li>• Preparing and serving lunch guests and staff of Bank depending upon the need.</li> <li>• Any other services similar to the above.</li> <li>• Continuous Services will be delivered (i.e. start half an hour before Bank Timing till half an hour after the Bank timing).</li> </ul>	Islamabad	Lahore	Karachi	02	01	01
Islamabad	Lahore	Karachi					
02	01	01					
<b>3. Dispatch Services</b>	<p><b><u>Total Service Points: 01</u></b></p> <table border="1"> <thead> <tr> <th>Islamabad</th> <th>Lahore</th> <th>Karachi</th> </tr> </thead> <tbody> <tr> <td>01</td> <td><i>May be required in future</i></td> <td><i>May be required in future</i></td> </tr> </tbody> </table> <p>Including but not limited to the following services are required in high quality, prompt and efficient manner:</p> <ul style="list-style-type: none"> <li>• Dispatch services of letters to different ministries as per need.</li> </ul>	Islamabad	Lahore	Karachi	01	<i>May be required in future</i>	<i>May be required in future</i>
Islamabad	Lahore	Karachi					
01	<i>May be required in future</i>	<i>May be required in future</i>					

	<ul style="list-style-type: none"> <li>• Dispatch services for different Administration and Bank related tasks.</li> <li>• Any other services similar to the above.</li> <li>• Continuous Services will be delivered (i.e. start half an hour before Bank Timing till half an hour after the Bank timing).</li> <li>• Motor Bike &amp; its repair &amp; maintenance shall be responsibility of service provider. Fuel price shall be paid to service provider on actual basis and will be paid at end of every month in arrears with invoice.</li> </ul>						
<b>4. Reception Services</b>	<p><b>Total service Points: 01</b></p> <table border="1"> <thead> <tr> <th>Islamabad</th> <th>Lahore</th> <th>Karachi</th> </tr> </thead> <tbody> <tr> <td><b>01</b></td> <td><i>May be required in future</i></td> <td><i>May be required in future</i></td> </tr> </tbody> </table> <p>Including but not limited to the following services are required in high quality, prompt and efficient manner;</p> <ul style="list-style-type: none"> <li>• Services shall be rendered in professional manner.</li> <li>• To receive the mail and ensure outsiders are attended and guided in courteous manner in line with Bank's security protocol, etc.</li> <li>• Responsible for operating/maintaining Visitor Management Systems.</li> <li>• Service provider shall always ensure excellent customer service. Safe custody to visitor's mobiles and ID cards.</li> <li>• Report any maintenance issues immediately to maintain all furniture, fittings and equipment in excellent order.</li> <li>• Issuance of visitor passes in line with security protocols of Bank.</li> <li>• Attending inbound calls and queries from different stakeholder.</li> <li>• Assist in providing real-time resolution to stakeholder, wherever possible.</li> <li>• Note down complaints in pre-defined format/ CRM and forward the same to concerned quarters.</li> </ul>	Islamabad	Lahore	Karachi	<b>01</b>	<i>May be required in future</i>	<i>May be required in future</i>
Islamabad	Lahore	Karachi					
<b>01</b>	<i>May be required in future</i>	<i>May be required in future</i>					

	<ul style="list-style-type: none"> <li>Recording and updating complaints in the customer relationship management (CRM) with caution and accuracy.</li> <li>Providing complaint number and status to the complainants.</li> <li>Identifying and escalating complaints priority issues.</li> <li>Follow up on complainants, where necessary.</li> <li>Any other services similar to the above,</li> </ul>						
<b>5. Vehicle Driving Services</b>	<p><b>Total service Points: 01</b></p> <table border="1"> <thead> <tr> <th>Islamabad</th> <th>Lahore</th> <th>Karachi</th> </tr> </thead> <tbody> <tr> <td>01</td> <td><i>May be required in future</i></td> <td><i>May be required in future</i></td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Driver shall have valid driving license and experience.</li> <li>Daily checkup / cleaning of official vehicles</li> <li>Field duty local / outstation.</li> <li>Pick and drop of EXIM Bank officials &amp; official guests.</li> <li>In case of any fault in vehicle, immediate reporting to Admin Department</li> <li>Timely intimation of periodic maintenance of vehicles</li> <li>Maintaining logbook of assigned vehicles its monthly verification from Admin dept</li> <li>Any other tasks assigned time to time</li> </ul>	Islamabad	Lahore	Karachi	01	<i>May be required in future</i>	<i>May be required in future</i>
Islamabad	Lahore	Karachi					
01	<i>May be required in future</i>	<i>May be required in future</i>					
<b>6. Security Services</b>	<p><b>Total service Points: 06</b></p> <table border="1"> <thead> <tr> <th>Service Point</th> <th>Islamabad</th> <th>Karachi</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td>03</td> <td>03</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>24/7 Security services shall be required in three shifts at EXIM BANK office.</li> <li>The security resources should be physically fit, well disciplined, well-mannered, presentable, and properly trained. Ex-Army background</li> </ul>	Service Point	Islamabad	Karachi	Personnel	03	03
Service Point	Islamabad	Karachi					
Personnel	03	03					

	<p>having age less than 50 years shall be preferred and must be comprehensively insured for EXIM BANK office.</p> <ul style="list-style-type: none"> <li>• The security resources shall always wear proper and clean uniform while being present to perform duty for EXIM BANK premises.</li> <li>• In case of absence/ leave/ sickness of any security guard(s), alternates(s) shall be provided by the service provider. In case of non-provision of alternate service(s), deduction shall be made from the payment on pro-rata basis and the same shall be deducted from monthly bill of service provider.</li> <li>• The company will be responsible for the behavior/actions of the guards and will be provide an immediate replacement in case of complaints/misconduct.</li> <li>• In case of theft / loss / damage of any equipment/ asset, if the security resources found guilty, the service provider will be responsible to pay the cost of the loss.</li> <li>• The Security Services Provider shall be responsible for acts and deeds of their security resources, weapon or any items coming along with the security resources, EXIM BANK Company will not be responsible for any loss whatsoever due to security risks, negligence of security guard or otherwise.</li> <li>i. Security guards must carry semi-automatic weapon. Must have a valid weapon license/permit.</li> <li>• Security guards must have minimum 3 years of relevant experience of security guard.</li> <li>• Any drug/smoking is strictly prohibited during duty.</li> <li>• Security guards must carry semi-automatic weapon.</li> <li>• Must have a valid weapon license/permit of weapon.</li> </ul>						
<b>7. Electrical Maintenance Services / Admin Services</b>	<p><b>Total service Points: 02</b></p> <table border="1" data-bbox="492 1459 1220 1564"> <thead> <tr> <th>Service Point</th><th>Islamabad</th><th>Karachi</th></tr> </thead> <tbody> <tr> <td>Personnel</td><td>01</td><td>01</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Conduct regular inspections of all electrical systems, including power distribution, lighting, emergency systems, and backup generators.</li> <li>• Perform preventive maintenance and timely repairs to prevent system failures.</li> </ul>	Service Point	Islamabad	Karachi	Personnel	01	01
Service Point	Islamabad	Karachi					
Personnel	01	01					

	<ul style="list-style-type: none"> <li>• Provide 24/7 emergency response to electrical issues, ensuring minimal disruption to operations.</li> <li>• Diagnose and resolve electrical emergencies promptly and safely.</li> <li>• Implement and adhere to safety protocols and best practices during maintenance activities.</li> <li>• Keep detailed records of all maintenance and repair activities, including compliance documentation.</li> <li>• Should meet all safety and security protocols during operations.</li> <li>• 24 hour services shall be required which can be distributed in 12 hour cycle.</li> </ul>
<p><b>Supervisory Requirements:</b></p> <p>To ensure the availability of uninterrupted services at the specified service points and to fulfill the operational requirements, the service provider must depute at least supervisor and shall visit the service points on continuous basis and report to the administration department.</p>	

#### ANNEXURE II: DRAFT AGREEMENT

(The terms and conditions of the bidding document shall become an integral part of this contract. The terms and wording, headings mentioned below may be amended for the benefit of EXIM)

[On Rs. 100/- Stamp Paper]

This Agreement for procurement of General Support & Security Services (hereinafter referred to as the "Agreement") is made and entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ (the "**Signing Date**"),

By and Between

**Export-Import Bank of Pakistan**, a statutory corporation established under Export-Import Bank of Pakistan Act, 2022, a wholly owned entity by the Government of Pakistan, having its head office at Office No. 510-512, 5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1, Islamabad (hereinafter referred to as "**EXIM Bank**" which expression shall, wherever the context so permits, mean and include its successors-in-interest, administrators and permitted assignees) of the one part;

And

M/s [●] having its office at [●] (hereinafter referred as "**Service Provider**" which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and permitted assigns) of the other part;

Both EXIM Bank and Service Provider may be collectively referred to hereinafter as the "**Parties**" and either of them individually as a "**Party**".

WHEREAS

- A. EXIM Bank intends to engage a Service Provider to perform the Scope of Services (the "**Services**") as defined in Clause 3 of this Agreement.
- B. The Service Provider warrants and represents that it has necessary knowledge and relevant experience and capability to perform the Services in accordance with the terms of this Agreement.
- C. The Service Provider has qualified through a competitive bidding process conducted by EXIM Bank and has agreed to render the required Services in accordance with the terms and conditions hereinafter set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

### 1. **Term of the Agreement**

2. This Agreement shall come into force and effect on the [insert date] of the Agreement (the "**Effective Date**") and shall continue remain in force for a period of one (01) year (the "**Term**"), further extendable for two (02) more years on annual basis on the same rates and terms and conditions as specified in the bidding documents.

### 3. **Scope of Services**

Service Provider shall perform the services as per the detailed scope provided in **Annexure-A** appended to this Agreement (the "**Services**") which shall form an integral part of this Agreement.

#### 4. **Payment Terms**

- 4.1 As consideration for the provision of Service as mentioned in detail in **Annexure A**, EXIM Bank shall pay to the Service Provider the service charges as defined in detail **Annexure B** appended to this Agreement (the “**Payment**”). It is important to mention here that payment shall be inclusive of all taxes, levies, duties etc.
- 4.2 Hundred Percent (100%) Payment shall be released by EXIM Bank on monthly basis to the Service Provider after satisfactory completion of assignment duly supported by satisfactory report. No advance payment shall be permitted under the terms of this Agreement.
- 4.3 The Payment terms (quoted rate) shall remain unchanged for the Term of the Agreement. The Service Provider shall not be entitled to request or demand an increase in the rates/service charges during the Term of the Agreement.
- 4.4 EXIM Bank shall make the payment by cross cheque in name of the Service Provider within thirty (30) days after receipt and acceptance of original error free invoice(s) /credit note(s) from Service Provider. Taxes shall be deducted at source as per applicable laws.
- 4.5 Any increase and/or decrease or imposition of new tax(es) or minimum wage during the Term shall be adjusted according to the applicable law(s).
- 4.6 The payment shall be made to Service Provider only when it is on the Active Taxpayers List (ATL) of FBR. If Service Provider is not in ATL at the time of processing of invoice, no payment shall be made until Service Provider appears in ATL of FBR.
- 4.7 The Service Provider shall raise its invoice in the name of Group Head of Finance, EXIM Bank and submit the same to the Authorised Representative of EXIM Bank for further processing.

#### 5. **Obligations of Service Provider**

- 5.1 The Service Provider undertakes and agrees that it shall perform the Services and carry out its obligations under this Agreement with all due diligence, care, efficiency and economy and acceptable to international standards. Service Provider shall always act, in respect of any matter relating to Services, in accordance with the international standards and best practices. It shall at all times support and safeguard EXIM Bank’s legitimate interests in all dealings.
- 5.2 In the event that EXIM Bank detects any instances of non-compliance with applicable laws or standards, which may potentially lead to a legal claim against EXIM Bank, Service Provider hereby undertakes and agrees, upon written request by EXIM Bank, to promptly furnish satisfactory evidence demonstrating compliance with the relevant section of the applicable laws or standards.

5.3 The Service Provider undertakes and agrees to indemnify EXIM Bank, its officers, employees, directors, consultants and advisors (the “EXIM Indemnified Persons”) that it shall keep the EXIM Indemnified Persons, both during and after the term of this Agreement, fully and effectively indemnified and harmless against all losses, claims, damages, liabilities or expenses (including reasonable legal fees), suffered by the EXIM Indemnified Persons arising out of or in connection with this Agreement or the Services to be provided by Audit, where such losses, claims, damages, liabilities or expenses is/are the result of bad faith, gross negligence or willful misconduct of Service Provider, provided that Service Provider shall not be liable for indirect or consequential losses or damages; provided further that the aggregate liability of Service Provider shall under no circumstances exceed the aggregate remuneration received by Service Provider from EXIM Bank under the terms of this Agreement.

5.4 The Service Provider hereby undertakes that the delay in performance of the Services beyond the lead time or as per requirements specified herein may entail imposition of fine (liquidated damages) at the rate of 0.5% per day up and to a maximum of 10% of the annual premium charges, which will be deductible from the respective invoice/performance guarantee of the Service Provider. This condition may be waived off by EXIM Bank on its discretion or in case of force majeure which shall be proved by Service Provider and supported by documentary evidence. Moreover, if the liquidated damages amount reaches its maximum limit i.e. 10%; EXIM Bank, without prejudice to any other right of action / remedy it may have, reserves the right to terminate the Agreement.

5.5 All the obligations as mentioned in Bidding document and Annexure A shall be considered as integral part of this Agreement.

## **6. Service Provider Representations and Warranties**

### **MUTUAL REPRESENTATION AND WARRANTIES**

6.1 Each Party here represents and warrants to the other Party that it has the legal right, power and authority to execute and enter into this Agreement and that it has taken all the steps required to authorize it to enter into the Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action.

6.2 Each party hereby represents and warrants to the other Party that this Agreement has been duly executed and delivered by each Party, enforceable in accordance with its terms and the applicable laws.

6.3 Each Party irrevocably covenants and agrees not to directly or indirectly, assert any claim or commence (or cause to be commenced) any claim and/or legal proceeding against the other Party based in whole or in part upon any of the discharged claims.

6.4 The Parties hereby warrant that the Service Provider has been selected after an open and transparent process in accordance with the Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, Rules, Regulations and Guidelines made thereunder.

## **SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES**

6.5 The Service Provider, on behalf of itself and its officers, directors, employees, sub-contractors and agents, represents and warrants that it has the expertise, capability and resources to efficiently and expeditiously provide the Services in a professional manner.

6.6 The Service Provider hereby undertakes to observe and shall continue to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this the Service Provider hereby confirms that the following terms and concepts are duly understood by the Service Provider:

**“Corrupt practice”** includes offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another Party.

**“Fraudulent practice”** includes any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Party to obtain a financial or other benefit or to avoid an obligation.

**“Collusive practice”** includes an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

**“Coercive practice”** includes impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**“Obstructive practice”** includes deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXIM Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or EXIM BANK has a right to immediately reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in afore stated practices.

6.7 The Service Provider represents and warrants that it has its physical presence in Islamabad/Rawalpindi with appropriate technical and support teams. The details of offices and team are mentioned below:

6.8 The Service Provider hereby represents and warrants that it has not been declared insolvent or blacklisted by any Government/Semi-Government institution/organization.

## **7. Termination**

### **7.1 Termination by notice**

Either Party shall have the right to terminate this Agreement if the other Party fails to perform its obligations under this Agreement or commits a breach of any provisions of this Agreement. In the event of breach, the affected Party shall provide a written notice to the defaulting Party, outlining non-compliance, following which the defaulting Party shall rectify the noncompliance within a period of thirty (30) Business Days from the date of receipt of the notice. In the event that the defaulting Party fails to remedy the non-compliance within the timelines specified herein or the notice, the affected Party shall have the right to terminate this Agreement by providing a one (1) month advance notice in writing to the defaulting Party.

Either Party may terminate this Agreement by providing a one (01) month's advance written notice to the other Party, without assigning any reason.

### **7.2 Immediate termination**

Either Party may immediately terminate this Agreement if the other Party:

- i. is declared bankrupt or insolvent.
- ii. voluntarily abandons this Agreement or ceases business activity at in its country or applicable region.
- iii. is convicted of a serious crime.
- iv. acts fraudulently in connection with its operations.

### **7.3 Termination by mutual consent**

The Parties may agree to terminate this Agreement by written mutual consent, throughout the Term of this Agreement.

### **7.4 Conduct upon termination**

Upon termination of this Agreement:

- i. The Service Provider shall continue to complete all outstanding Services to the EXIM Bank that have been accepted by the Service Provider prior to the termination of this Agreement under the terms and conditions of this Agreement.

All outstanding balances owed by either Party under this Agreement shall become due and payable to the other Party within a period of ninety (90) days.

## **8. Confidentiality**

- 8.1 The Parties agree to take care of the confidentiality of the information gathered/obtained from the other in the due course of business and/or as a consequence of provision of the Services/supply of goods (as the case may be). This restriction shall continue to apply after the termination of services/conclusion of agreement without limit at any point of time. This point is not applicable to the information that is already in public domain or obtained through unauthorized disclosure.
- 8.2 Any confidential or proprietary technical, concept, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of either Party must not be disclosed, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and Vendors.
- 8.3 This Clause for the information received during the Term shall survive the termination of this Agreement.
- 8.4 Neither Party shall use the intellectual property, including trademarks, logo, trade names, emblems, copyright, and other connected rights of the other Party, its subsidiaries, and/or affiliates or any abbreviation thereof, in connection with the Business or otherwise, without the express prior written approval of the other Party in each case. Nothing herein shall constitute a transfer of intellectual property between the Parties.

## **9. Proprietary Information**

- 9.1 As used hereunder, the term “Proprietary Information” means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Company (the “Disclosing Party”) to the Service Provider (the “Recipient Party”) either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.
- 9.2 Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence.
- 9.3 In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions comparable to those provided in this Section. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make

such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.

- 9.4 Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party at the time of disclosure, or becomes publicly known through no wrongful act of the Recipient Party; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; or (iv) is explicitly approved for release by written authorization by the Disclosing Party.
- 9.5 It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.
- 9.6 The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief in the form of liquidated damages (which shall be claimed as a reasonable estimate of actual loss and not as a penalty), to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.
- 9.7 This clause for the non-Disclosure shall survive the termination or conclusion of this Agreement.

## **10. Conflict of Interest**

EXIM Bank/GoP policy requires that Service Provider provide professional, objective, and impartial services/advice and at all times hold the interest of EXIM Bank paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Service Provider has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of EXIM Bank. Failure to disclose said situations may lead to the termination of this Agreement.

## **11. Performance guarantee**

- 11.1 The Service Provider has furnished a “Performance guarantee” against Services for an amount equivalent to 10% of contract price, in the form of a Pay Order / Demand Draft / CDR as specified by EXIM Bank, issued by a scheduled bank operating in Pakistan acceptable to the Purchaser.

- 11.2 The "Performance guarantee" against services shall be released within thirty (30) days of issuance of work completion certificate or satisfactory report.
- 11.3 If the Service Provider fails / delays in performance of any of the obligations, under the Agreement, violates any of the provisions of the Agreement, commits breach of any of the terms and conditions of the Agreement, EXIM Bank, without prejudice to any other right of action / remedy it may have, forfeit Performance Securities of the Service Provider.

## **12. Force Majeure**

- 12.1 For the purposes of this Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, security risks, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan which has a material adverse effect on the ability of a Party to carry out its obligations. Force Majeure shall not include:
  - (ii) any action or failure to take action by a Party;
  - (iii) any event which is caused by the negligence or willful act or omission of a Party or that Party's sub-contractors/advisors/consultants or personnel or agents or employees; and
  - (iv) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement.
- 12.2 A Party seeking relief under this Clause shall notify the other Party forthwith of a circumstances or event of Force Majeure and shall furnish such relevant information as is available relating to such event.

## **13. Integrity Pact**

- 13.1 The Service Provider hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or the EXIM Bank or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
- 13.2 Without limiting the generality of the foregoing, Service Provider represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, contractor, 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.

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

- 13.3 The Service Provider 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 the EXIM Bank under any law, contract or other instrument, be voidable at the option of the EXIM Bank.
- 13.4 Notwithstanding any rights and remedies exercised by the EXIM Bank in this regard, Service Provider agrees to indemnify the EXIM Bank for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the EXIM Bank in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Service Provider as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the EXIM Bank.

#### **14. Miscellaneous**

- 14.1 Entire Agreement. This Agreement along with annexures contains the whole Agreement between the Parties and supersedes and replaces any prior written or oral contracts, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 14.2 Waiver. No delay or omission in the exercise of any right or remedy by a Party shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 14.3 Severance. In the event that any part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

14.4 **Notices.** Any notice or request required or permitted to be given or made under this Agreement shall be in English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by e-mail or through registered mail or courier on the following address:

**EXIM Bank**

[Name of Representative]  
[Designation]  
Land-line number:  
Cell number:  
e-mail address:  
Office Address:

**Service Provider**

[Name of Representative]  
[Designation]  
Land-line number:  
Cell number:  
e-mail address:  
Office Address:

Any change in the details of above-mentioned authorized representatives shall be immediately communicated to the other party.

14.5 **Authorization.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any law or other Agreement to which said Party is bound.

14.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan as may be issued, promulgated, enacted or re-enacted from time to time.

14.7 **Language.** The language of this Agreement shall be English language.

14.8 **Assignment.** Except as provided herein, Service Provider shall not assign or transfer any of its rights, duties, obligations or any interest under this Agreement to any third party without the prior written permission of EXIM Bank. Any such prohibited assignment or transfer shall be void.

14.9 **Status of Service Provider.** The Parties agree that Service Provider shall be an independent agency /Service Provider and not an agent, employee or representative of EXIM Bank.

14.10 **Order of Precedence.** In case of any discrepancy between the main body of the Agreement and Annexures incorporated therein by reference or otherwise, the main body of the Agreement shall prevail over the Annexures.

14.11 **Dispute Resolution.** Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Agreement which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the rules made thereunder by sole arbitrator to be appointed by the Parties. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

14.12 **Amendments.** This Agreement may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For and on behalf of

**EXIM Bank**

For and on behalf of

**Service Provider**

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[Name of authorized signatory]

[Designation]

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[Name of authorized signatory]

[Designation]

Witness 1:

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Witness 2:

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## **Annexure A – Scope of Services**

[to be inserted as per bidding documents]

**Annexure B – Details of Price Schedule:**

[to be inserted as per successful bid]

### **ANNEXURE-III: FORM OF BID**

EXIM Bank of Pakistan,  
5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1,  
Islamabad.

Reference your Bidding documents No. EXIM/PROC/ADMN-35/2025 for Procurement of General Management Services.

1. We, hereby submit our complete bid along with all the requirements as per the Bidding documents. We acknowledge that EXIM is not bound to accept any bid in this regard and reserve the right to accept any offer and to annul the bidding process and reject all bids without assigning any reason or having to owe any explanation whatsoever.
2. We hereby undertake and firmly bound ourselves to abide by/ comply with all sections / conditions of subject Bidding documents for the whole bidding process.
3. We agree to abide by this Tender for a period of **One Hundred Twenty (120) days** from the bid opening date or any extension thereto granted and it shall remain binding upon us and can be accepted at any time before the expiration of this period.
4. We hereby undertake and confirm that M/s **[name of company (bidder)]** and its employee(s) have never been blacklisted by any government, semi-government, autonomous or state owned organization of Pakistan and their cases regarding black listing are not under trial by any Court of Law. We further undertake that we do not have any actual or potential conflict of interest either with EXIM or scope of subject tender.
5. We do hereby appoint and authorize Mr./Ms. **(full name and official address)** who is presently employed with us and holding the position of **[(designation)]** in **[name of the company (bidder)]** to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our subject bid including signing and submission of all documents and providing information/responses to EXIM in all matters including but not limited to clarifications etc., till award of subject tender. We hereby agree to ratify all acts, deeds and things lawfully done by our said authorized representative pursuant to this authorization and that all acts, deeds and things done by our aforesaid authorized representative shall and shall always be deemed to have been done by us.
6. The decision of EXIM shall be final and EXIM will not be liable for any loss or damage to any party acting in reliance thereon.
7. We have gone through the terms/conditions of subject Bidding documents and have found the document in whole as non-biased to any particular company / contractor / consultant / advisor /

services provider or product / brand. We do not have any objection/comment on any clause/section/article and fully understand the documents as compliant with PPRA Rules.

8. We undertake that all the information submitted by us is correct and true to the best of our knowledge and belief and nothing has been concealed and misstated by us in the bid. In case any information is found wrong, misleading or misstated in this bid, the same may lead to rejection of our bid, forfeiture of our Bid Securing Declaration and our disqualification.
9. We declare that our bid is our only and final offer and no unsolicited offer of any description shall be made for consideration of EXIM.
10. We acknowledge that EXIM reserves the right to blacklist any bidder or to forfeit its Bid Securing Declaration who breaches any terms and conditions of this Bidding document.

We remain,

Yours' sincerely

[Bidder's Official Stamp]

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

Name and Title of Signatory: \_\_\_\_\_

Name & Address of SERVICES PROVIDER: \_\_\_\_\_

Cell No. of Signatory: \_\_\_\_\_

e-mail address of Signatory: \_\_\_\_\_

Mailing address of Signatory: \_\_\_\_\_

Acceptance by representative authorized as per Clause 6 above:

Signatures of Authorized Representative: \_\_\_\_\_

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

Name & Address of SERVICES PROVIDER: \_\_\_\_\_

Cell No.: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

#### **ANNEXURE-IV: BID REQUIREMENTS & ELIGIBILITY CRITERIA**

1. Bidders shall submit in their bids all relevant documents required to evaluate/assess the bidders as per the criteria mentioned herein. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and clear/unambiguous documents shall be the responsibility of the bidders. Documents/details shall be provided in a manner that the required information is clearly mentioned/highlighted/marked. All supporting documents e.g., company profile, incorporation certificates, experience certificates, testimonials, client details, previous contracts/purchase orders/work orders, personnel profiles/CVs, documents related to financial strength, etc. must be available and clearly identified in the bid.
2. The evaluation committee shall evaluate the bids on the basis of responsiveness to the Scope of Work/Specifications, mandatory requirements, and evaluation criteria provided herein.
3. Companies fulfilling the requirements mentioned in the bidding documents are eligible to participate in the bidding process. Bidders can also apply in Joint Venture (JV).
4. The Bidders must fulfill the following mandatory requirements.

<b>S/N</b>	<b>Attributes</b>	<b>Mandatory</b>	<b>Ref. Page No. in bid</b>
1.	<p>The Bidder must possess valid NTN &amp; GST registration and verifiable/ Appear in taxpayers list on the FBR portal.</p> <p><i>Attach copies of relevant tax registration certificate and proof of being on ATL of FBR.</i></p>	Yes	
2.	<p>Registration with relevant authorities, Registrar of Firms/ SECP.</p> <p><i>Attach copies of relevant registration certificate.</i></p>	Yes	
3.	<p>For Security Guard Service Providers only: Bidder should have valid registration/NoC for provision of security guard services with relevant authorities in Pakistan for provision of security guard services such as APSA/PBA and should have all Pakistan valid weapon licenses.</p>	Yes	
4.	<p>The bidder should have minimum 05-years of experience in providing relevant Services.</p>	Yes	

	<i>Attach copies of the oldest relevant Contract to prove mentioned experience.</i>		
5.	<p>The bidder must have provided security services / General Support Services to at least 02 Public Sector Enterprises.</p> <p>OR</p> <p>The bidder must have provided security services / General Support Services to at least 05 Private Sector Enterprises.</p> <p><i>Attach copies of Contracts / P.Os / sufficient documentary proof.</i></p>	Yes	
6.	The bidder's audited financial statements for the last three years must demonstrate a sound financial position, along with evidence of an available credit line facility.	Yes	
7.	The Bidder shall provide an undertaking on letterhead that it has not been blacklisted by any Government/Semi-Government institutions.	Yes	
8.	The Bidder must attach Bid Securing Declaration with its bid.	Yes	
9.	The Bidder must attach a signed Form of Bid with an official stamp affixed on it as per the format given in <b><u>Annex-III</u></b> with its bid.	Yes	
10.	The bidder must submit an undertaking confirming compliance with all applicable labor laws of Pakistan and its provinces and shall ensure continued compliance throughout the duration of the contract.	Yes	
11.	At least 200 or more active work force deputed any where in Pakistan. Client wise list along with proof of number of resources shall be required.		

In order to show the fulfillment of the above-mentioned mandatory requirements, the Bidders are required to submit the following documents with their bids and use the following table as an index:

### **ANNEXURE-V: PRICE SCHEDULE**

Bidders are required to submit their financial proposals in PKR as per following format.

#### **Category-1**

<b>Sr. No</b>	<b>Description</b>	<b>Quantity Tentative</b>	<b>Unit cost</b>	<b>Total Monthly Charges (A)</b>	<b>Applicable Sales Tax/s (Indirect) (B)</b>	<b>Annual Charges (Inclusive of applicable Indirect taxes) C = 12 x (A+B)</b>
01	Floor Cleaning Services	<b><u>03</u></b>				
02	Kitchen Maintenance Services	<b><u>04</u></b>				
03	Dispatch Services	<b><u>01</u></b>				
04	Reception Services	<b><u>01</u></b>				
05	Vehicle Driving Services	<b><u>01</u></b>				
06	Electrician Maintenance Services	<b><u>02</u></b>				
<b>Total Charges in PKR</b>						

#### **Category-2**

<b>Sr. No</b>	<b>Description</b>	<b>Quantity Tentative</b>	<b>Unit cost</b>	<b>Total Monthly Charges (A)</b>	<b>Applicable Sales Tax/s (Indirect) (B)</b>	<b>Annual Charges (Inclusive of applicable Indirect taxes) C = 12 x (A+B)</b>
1	Security Services	<b><u>06</u></b>				
<b>Total Charges in PKR</b>						

**Please include a detailed breakdown of all costs in the financial bid, including social security, EOBI, life and health insurance, uniforms, any other applicable costs or benefits, and service charges/profit. All statutory benefits must be incorporated in accordance with prevailing labour laws.**

The following minimum coverage requirements should also be reflected:

- 1. Life insurance: PKR 500,000 per person**
- 2. Health insurance: PKR 150,000 per person**
- 3. Gratuity: One month's salary after completion of one year of service**

**Note:**

1. The bidder must foresee and quote all applicable costs including the regulatory, administrative, supervisory expenses etc. Except where explicitly agreed/allowed under this contract, no claim of additional payment shall be entertained.
2. Separate quotes against in each category shall be required as mentioned in the ToR. Multiple quotes against a single category will be rejected. Rejection in a single category, however, will not lead to rejection in other category.
3. All payments will be subject to the active taxpayer status of the bidder at the time of release of payment. If bidder's status is not active in ATL (Sales Tax); the payments will be stopped till their status becomes active on ATL (Sales Tax) of FBR.
4. Taxes will be deducted at the time of the payment as per applicable tax rates prevailing at the time of payment.
5. Bidder shall mention the amount in financial proposal/Quotations, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.
6. Bidder shall be responsible to pay there staff salaries and benefits (EOBI, social security, health and life insurance etc.) as per applicable labor & related laws
7. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) 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;

- b) 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
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- d) Where there is a discrepancy between the grand total of price schedule and amount mentioned on the Form of Bid, the amount referred to in Price Schedule shall be treated as correct subject to elimination of other errors.
- e) Payment shall be 100% made after completion of assignment and satisfactory report by EXIM Bank. No advance payment is permitted.

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, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Securing Declaration may be executed as per **Annexure VI**.

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Signatures of Authorized Representative as per Clause 6 of Form of Bid

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

Name & Address of Services Provider: \_\_\_\_\_

## **ANNEXURE-VI: BID SECURING DECLARATION**

(ON BIDDER'S LETTERHEAD)

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

Bid No.: *[insert number of Bidding process]*

EXIM Bank of Pakistan

5<sup>th</sup> Floor, Evacuee Trust Complex, F-5/1,  
Islamabad.

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:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) 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 guarantee 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.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of  
*[insert legal capacity of person signing the Bid Securing Declaration]*

Name: ***[insert complete name of person signing the Bid Securing Declaration]***

Duly authorized to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, *[insert date of signing]*

Corporate Seal (where appropriate)  
(Stamp and signature of the issuing authority)

**ANNEXURE-VII: REFERENCE OF LAST PROJECTS OF SIMILAR NATURE**

**Bidder Name:** \_\_\_\_\_

Name of Organization and Address:	
Name and Title of Point of Contact:	
Telephone Number:	
Email Address:	
Period of Performance:	
Location where project services were performed:	
Contract Value:	
Reasons for Termination (if applicable):	
Description of Products & Services and their relevance to the requirements under this document.	

## **ANNEXURE-VII: Performance Guarantee in shape of Bank Guarantee**

To: [name of Procuring Agency]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated [insert date] to delivery [description of goods and services] (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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

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[name of bank or financial institution]

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[address]

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## **ANNEXURE-VIII: REFERENCE OF LAST PROJECTS OF SIMILAR NATURE**

### **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 Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for

the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

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[Buyer]

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[Seller/Supplier]