



SUPREME COURT OF PAKISTAN

ISLAMABAD

Constitution Avenue, Islamabad

URL: www.supremecourt.gov.pk

TENDER NOTICE

(Tender No. SCP/04/2025-26/PIDPCell)

Supreme Court of Pakistan invites nationwide sealed bids on open competitive basis, from the from Firms/Companies registered with Income Tax and Sales Tax Departments on Active Tax Payer List of Federal Board of Revenue (FBR) for the **Operation and Preventive Maintenance Contract HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year).**

- Bidding documents, containing detailed specifications of the work along-with terms & conditions can be downloaded from the websites of Supreme Court of Pakistan i.e. (www.supremecourt.gov.pk) and of PPRA (www.ppra.org.pk).
- A set of e-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at www.eprocure.gov.pk.
- Original hard copy of bids as per the bid quoted on EPADS along with bid earnest money 2% of estimated cost, must be submitted at the address mentioned in tender document on or before tender opening/closing time/date.
- Failure to submit original bid in hard form will render the bids submitted through EPADS as non-responsive.
- Last date for submission of bids is **04.02.2026 till 11:00 am.**
- Technical Bids will be opened on **04.02.2026 at 11:30 am**

Director General (PIDPCell)
Supreme Court of Pakistan
Constitution Avenue,
Islamabad.
Ph. 051-9214734

Tender Document

(Tender No. SCP/04/2025-26/PIDPCell)

Operation and Preventive Maintenance Contract HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year).



SUPREME COURT OF PAKISTAN

Constitution Avenue, Islamabad

Phone: (+ 92) (51) (9214734), Fax: (+92) (51) (9215306)

URL: www.supremecourt.gov.pk

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1. Invitation to Bid

- 1.1. Supreme Court of Pakistan, (hereinafter referred to as “the Purchaser”) invites Proposals (hereinafter referred to as “the Tenders”) for **Operation and Preventive Maintenance Contractor HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year)** as per quantity & specifications mentioned in **Annex-A** (hereinafter referred to as “the Services”).

1.3 PPRA Rules to be followed

Public Procurement Rules, 2004 will be strictly followed. These may be obtained from PPRA’s website: <http://ppra.org.pk/doc/rules.pdf>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Public Procurement Rules, 2004, as amended time to time.

1.4 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website.

As per Rule 12(2), this Tender is also placed online at the website of Supreme Court of Pakistan i.e. <http://www.supremecourt.gov.pk>. The bidding document carrying all details can be downloaded from the said websites.

1.5 Type of Open Competitive Bidding

As per Rule 36(b) of PPRA, Single Stage - Two Envelope Bidding Procedure shall be followed.

1.6 Bidding Details (Instructions to Bidders)

All bids must be accompanied by Earnest Money equivalent to 2% of the total bid price in shape of pay order / bank draft, as part of financial bid in favor of “**Registrar, Supreme Court of Pakistan**”. The complete bids (hard copy) as per required under this tender document, must be reached in the office of Additional Registrar (Admin), Chairman Purchase Committee, Supreme Court of Pakistan, Constitution Avenue, Islamabad not later than **11:00 a.m.** on last date of submission of bids i.e. **04.02.2026**, Late bids will not be considered.

2. Tender Eligibility/Qualification Criteria

The bidder:

- 2.1 must be a registered/incorporated company/firm in Pakistan with relevant business experience of last 3 years as on 30.11.2025,
- 2.2 must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths and are active return filer, can participate);
- 2.3 must have valid Registration of General Sales Tax (GST) & National Tax Number (NTN); verifiable from relevant institutions.
- 2.4 must be involved in HAVAC Operations and Maintenance Services for last 3 years,
- 2.5 have not been blacklisted by any Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking to this effect on legal stamp paper is mandatory),
- 2.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 2.7 Have Proper Office at Islamabad

Note: Verifiable documentary proof for all above conditions is a mandatory requirement, noncompliance will lead to disqualification.

3 Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible for those expenses.

4. Joint Venture / Consortium

Joint venture / Consortium are not eligible for this tender.

5. Amendment of the Tender Document

The Purchase Committee of Supreme Court of Pakistan may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-27 of Public Procurement Rules, 2004.

6. Preparation / Submission of Tender

6.1 The Tender shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

6.2 The Tender shall be in two parts i.e. the **technical proposal and the financial proposal**. Separate sealed envelope shall be used for technical & financial proposals. Technical Proposal shall comprise the following, **without quoting the price**:

6.3 Technical Proposal Form

- 6.3.1 Covering letter duly signed and stamped by authorized representative.
- 6.3.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted). (**Annexure-C**)
- 6.3.3 Technical Brochures / Literature
- 6.3.4 Details of HVAC Service
- 6.3.5 Submission of undertaking on legal valid and attested stamp paper that:-
 - a). the firm is not blacklisted by any Provincial or Federal Government Department, Agency, Organization, autonomous body or Private Sector Organization anywhere in Pakistan.
 - c). the firm will fully compliance execution schedule and Services mentioned in tender document
- 6.3.6 Financial Capacity as per Annexure-I.
- 6.3.7 Valid Registration Certificate for Income Tax, Sales Tax and Active taxpayer

6.4 The Financial Proposal shall comprise the following:

- 6.4.1 Financial Proposal Form (**Annexure-B**).
- 6.4.2 Price Schedule (**Annexure-B1**).
- 6.4.3 2% Earnest Money of the total tender price (**Annexure-D**).

6.5 The Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Tender for “HVAC OPERATIONS”

Tender No. Tender No. SCP/04/2025-26/PIDPCell

Additional Registrar (Admn), Chairman Purchase Committee,
Supreme Court of Pakistan, Constitution Avenue,
Islamabad.

6.6 The Tenderer shall follow the same process for the Financial Tender.

6.7 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
“HVAC OPERATIONS”
Tender No. SCP/04-2024-25/PIDPCell
Additional Registrar(Admn), Chairman Purchase Committee,
Supreme Court of Pakistan, Constitution Avenue,
Islamabad.
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

6.8 The Tender shall be reached in the office of Additional Registrar(Admn)/Chairman Purchase Committee, Supreme Court of Pakistan Constitution Avenue, Islamabad, not later than 04.02.2026 on last date of submission of bids i.e. ____04.02.2026_____. No late bid shall be accepted.

6.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

7. Tender Price

The quoted price for shall be

- 7.1 in Pak Rupees only;
- 7.2 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 7.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
- 7.4 including all charges up to the delivery point i.e. Islamabad
- 7.5 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

8. Earnest Money

8.1 The Tenderer shall furnish the Earnest Money for a sum equivalent to **2%** of the total price, fulfilling the following criteria:

- 8.1.1 denominated in Pak Rupees.
- 8.1.2 as part of financial bid envelope, failing which will cause rejection of bid.
- 8.1.3 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

8.2 Failure to meet any of the above mentioned criteria will result to the automatic rejection of the bid.

8.3 The Earnest Money will be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

- 8.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity;
- 8.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 8.3.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

9. Tender Validity

The Tender shall have a minimum validity period of **one hundred and twenty (120) days** from the last date for submission of the Tender. The Purchase Committee of Supreme Court of Pakistan may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Earnest Money shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Earnest Money.

10. Modification / Withdrawal of the Tender

- 10.1 The Tenderer may, by written notice served to the Chairman, Purchase /Procurement Committee, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 10.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, will result in forfeiture of the Bid Security.

11. Opening of the Tender

- 11.1 The Tenders will be publicly opened by the Purchase /Procurement Committee on **__04.02.2026_ at 11:30 a.m.** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 11.2 The tender’s name, modification, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, will be announced and recorded.
- 11.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

12. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks aggregative in experience & technical staff will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for maintenance services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation. The Technical proposals shall be evaluated in the light of following evaluation criteria:

Category	Description	Points	
Legal (Mandatory)	Valid Income Tax Registration	Mandatory	
	Valid general sales tax registration (Status = Active with FBR)		
	Submission of undertaking on legal valid and attested stamp paper that:- a). the firm is not blacklisted by any of Federal or Provincial Govt. Department, Organization or autonomous body or Private Sector Organization anywhere in Pakistan; b). the firm will fully compliance execution schedule and HVAC Services in tender document		
Experience (in year)	HVAC Operations and Maintenance Services etc.) (Max Points 50)	3 year	10 Points
		4-6	15 Points
		7-10	25 Points
		11 or above	50 Points
Technical Staff	Number of Technical employees (Max Points 50) (Must have international /national Certifications in respective filed)	up to 5	10 Points
		6 to 11	15 Points
		11 to 15	25 Points
		16 or above	50 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

13. FINANCIAL PROPOSAL EVALUATION

- 13.1 Technically qualified/successful bidder(s)/Tenderer(s) will be informed telephonically for opening of the Financial Proposal(s). The Financial Proposals will be opened in the in the office of Director General (PIDP Cell, Supreme Court of Pakistan in the presence of the Bidders or their authorized representatives.
- 13.2 Financial Proposal evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 13.3 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 13.4 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 13.5 In evaluation of the price of Services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 13.6 The purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

14. Rejection / Acceptance of the Bid

- 12.1 The Purchase /Procurement Committee may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- 12.2 The Tender shall be rejected if:
- 12.2.1 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 12.2.2 incomplete, partial, conditional, alternative, late; or
 - 12.2.3 Earnest money is not submitted; or
 - 12.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 12.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 12.2.6 the Tenderer has conflict of interest with the Purchaser; or
 - 12.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 12.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
 - 12.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-2);
 - 12.2.10 the Tenderer fails to meet the evaluation criteria requirements (Clause-12);
 - 12.2.11 the Tenderer has been blacklisted by any public or private sector organization;
 - 12.2.12 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
 - 12.2.13 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
 - 12.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
 - 12.2.15 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

15. Award Criteria

Bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

16. Work Order

Work order to the successful Tenderer will be issued after approval of the Competent Authority.

17. **Performance Security**

17.1 The successful Tenderer/The Contractor shall furnish Performance Security **as per Annex-E** within 14-days after issuance of acceptance letter, in the form of a Bank Guarantee or Banker Cheque, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to **10%** of the contract value; denominated in Pak Rupees; have a minimum validity period until the date of completion period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

17.2 The Performance Security shall be payable to the Registrar, Supreme Court of Pakistan, if the Contractor commits a default under the Contract; fails to fulfill the obligations under the Contract or if violates any of the terms and conditions of the Contract.

17.3 No interest on the amount of performance guaranty / Banker Cheque shall be charged by Bidders.

18. **Execution Schedule / Delivery**

17.1 The Contractor shall provide Operation and maintenance services 12-months from the issuance of work Order. During project implementation period, the Contractor shall provide maintenance necessary to maintain all system, at the contracted performance and reliability level.

17.2 The purchaser may extend the date on written request from the successful bidders under special circumstances or compelling grounds for services of awarded work as per acceptance order.

19. **Liquidated Damages**

Unless the delay in services is caused by force majeure, if the Contractor fails / delays in services / performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Supreme Court of Pakistan may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such part of the Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled services date(s), with any extension of time thereof granted by the Purchaser, and the actual services date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 20% of the Contract Price.

19. **Arbitration**

All claims and disputes arising out of or relating to this tender shall be referred by the aggrieved party to the sole Arbitrator of Supreme Court of Pakistan.

20. **Training include in Services and Documentation**

The Contractor shall arrange and undertake a comprehensive training program, if required for the staff nominated by the Supreme Court of Pakistan to ensure that they shall Operation and Maintenance of working knowledge of the operation, and general maintenance of the HVAC to be carried out under the Contract. The Contractor shall also furnish the user documentation, the operation manuals, and service manuals of the Services and operations maintenance and other information pertaining to the performance of the HVAC, in hard/ soft copy format, before the Services are taken over by the Supreme Court of Pakistan.

21. **Checklist**

Check the relevant option whether the document is attached.

○ Technical Bid	Yes	No
○ Financial Bid	Yes	No
○ Each Page of the bid is signed and stamped	Yes	No
○ Affidavit on the Stamp Paper is attached	Yes	No
○ Earnest Money (2% of total quoted price)	Yes	No

TECHNICAL SPECIFICATION

Operation and Preventive Maintenance Contractor HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year)

S.No	Items	Qty	
1	Operation & Preventive Maintenance of Steam fire Absorption System HVAC Plant consist on 02 Nos Boilers 3.4 Ton capacity of each Boiler and 02 Nos Chiller 280 Ton capacity of each Chiller the works including operation and maintenance of chillers, boilers, air handling units, centrifugal pumps, cooling towers, exhaust ventilation fans and all other equipment's connected with HVAC plant including operation , repairing and maintenance of Air Conditioning Units window type, split, type different capacity (wall mounted, casset type, floor standing) installed in Supreme Court of Pakistan Building at Islamabad, etc complete in all respect as required. Operation working Hours: (08:00 AM to 04:00 PM) 6-working days in a week or as per directions , requirements and satisfactions of the Engineer incharge	12	Months
	<u>IMPORTANT NOTE</u>		
1	In case staff found absent from duty the deductions will be made according to the following Rates P. Day		
1.1	(i) Forman, Operators, Technicians, Mechanics @ 2000/- Per day (Excluding Tax)		
1.2	(ii) Helpers @ 1538/- Per day (Excluding Tax)		
2	No-Any additional cost will be paid if any damages occur due to negligence.		
3	Contractor will be bound for maintaining of Log Book's of HVAC Plant (Boiler,Chiller,AHU,FCU,Cooling Tower , Split Type, window type Air conditioning Units and copies of monthly attendance & log books will be submitted along with monthly Bill		

ANNEXURE-B

Financial Proposal Submission Form with Price Schedule/ Financial Cost Sheet

[Location, Date]

To Additional Registrar (Admin),
 Chairman, Purchase/Procurement Committee,
 Supreme Court of Pakistan, Islamabad.

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your invitation for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-B1

Price Schedule/ Financial Cost Sheet

S.No	Items	Qty		Rate	Unit	Amount
1	Operation & Preventive Maintenance of Steam fire Absorption System HVAC Plant consist on 02 Nos Boilers 3.4 Ton capacity of each Boiler and 02 Nos Chiller 280 Ton capacity of each Chiller the works including operation and maintenance of chillers, boilers, air handling units, centrifugal pumps, cooling towers, exhaust ventilation fans and all other equipment's connected with HVAC plant including operation , repairing and maintenance of Air Conditioning Units window type, split, type different capacity (wall mounted, casset type, floor standing) installed in Supreme Court of Pakistan Building at Islamabad, etc complete in all respect as required. Operation working Hours: (08:00 AM to 04:00 PM) 6-working days in a week or as per directions , requirements and satisfactions of the Engineer incharge	12	Months		Per Month	

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-C

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to Operation and Maintenance HVAC Services against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, with invoice / bill, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

- 1. If the Contractor commits a default under the Contract;
- 2. If the Contractor fails to fulfill any of the obligations under the Contract;
- 3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.
Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 20__.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-E

Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the ____[day] of _____[month], _____[year], between Supreme Court of Pakistan (the “Purchaser”), on the one part, and _____[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Purchaser has requested the Contractor to provide Operations and Maintenance of HVAC as described in Tender Document; and
- (b) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to Operation and Preventive Maintenance Contractor HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year) therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of Operation and Preventive Maintenance Contractor HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year).
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Price Schedule
 - e. Affidavit
 - f. Authorized Dealership / Agency Certificate
 - g. Performance Security
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

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

For [Supreme Court of Pakistan]

For []

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

CNIC # _____

CNIC # _____

General Terms & Conditions of Contract

1. Terms & conditions of Contract Form

Terms & condition laid down in contract/form are part & parcel of the Bid documents and shall apply to successful bidder(s) under the Tender.

2. Contract

A contract will be signed between Supreme Court of Pakistan and the successful Tenderer.

3. Contract Duration or issuing of Acceptance order

The Contract duration shall 12-Months

4. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

5. Standards

The services provided under this Contract shall conform to the requirements specified by the purchaser.

6. Execution Schedule

The Contractor shall provide the Operation and Preventive Maintenance Contractor HVAC Plant, Window Type, Split Type, AC Units installed in Supreme Court of Pakistan Building Islamabad (For One Year)

7. Payment

The Contractor shall submit an Application for Payment. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided and the Works done, up to the date of the Application for Payment. Payment shall not be made in advance and against partial Services. The Supreme Court of Pakistan shall make payment for, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through cheque. Payment shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

8. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Supreme Court of Pakistan may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Public Procurement Rules, 2004.

9. Forfeiture of Performance Security

As specified in Clause 8 of tender document.

10. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

11. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Supreme Court of Pakistan shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

12. Liquidated Damages

As specified in Clause 18 of tender document.

13. Arbitration

As specified in Clause 19 of tender document.

14. Training include in Services and Documentation

As specified in Clause 20 of tender document.

SPECIAL TERMS & CONDITIONS

1. The company shall agree to operate and maintain the HVAC system with all connected equipment on monthly charges during normal working hours 08:00 AM to 06:00 PM in all working days including gazette holidays and also on closed holidays to avoid any hindrance in the work.
2. The contractor shall perform preventive maintenance of HVAC System during closed holidays to avoid any hindrance in the Government work. The material spare required for the maintenance will be arranged by the Supreme Court of Pakistan.
3. The company shall be responsible for maintain the correct required temperature during work hours daily. The contractor shall be required to start the plant at least two hours earlier to maintain proper temperature upto 08:00AM.
4. During the course of maintenance and operation of HVAC System the contractor/company shall comply and adhere strictly the instructions issue by the Engineer in charge.
5. The company agent or site incharge shall remain available at site during office hours meeting, and after working hours at specified addresses with contact telephone numbers. It must be intimated by the company to meet any immediate requirement.
6. That the order given to the company's agent verbally or in writing at site shall be considered to have some force as they had been given to the company.
7. The company shall prepare and submit to the Engineer incharge a list of spare parts which may be required during one year. These spares will be arranged by the department.
8. The company/contractor will provide access to Engineer incharge or this representative for inspection of HVAC system, whenever HVAC system desired by him
9. The measure for rectification of different replacement of parts and quantum of work whether it is major or minor will be directed by the Supreme Court of Pakistan. and decision will be treated as final.
10. During the period of shut down for plant in autumn and spring season. The company/contractor shall prepare the chillers/boilers for next operation.
11. It is found that any property including machinery and system of the building is damaged defective or disturbed the company will be responsible to make good the damages at their own cost, failing which loss will be recovered for the company with penalty.
12. Daily attendance of the staff deputed on his job will be submitted to the Engineer incharge who will verify and return one copy of it to the company.
13. Maintenance work other than of preventive nature maintenance will be out through separate tenders in which the successful bidder of the contract can also participate, however 1st lowest bidder will be awarded the job the labour charges involved in such major maintenance work are executed from the preview of annual maintenance contract.
14. For any damage accident injury etc that accurse at site, shall be reported to the Engineer incharge to terminate contract of the company without any notice and action may be taken action against the company which may include black listing of contract.
15. That in case of any dispute the decision of the Director General (PIDP) Cell will be final.
16. The company shall execute the maintenance and operation of the system in accordance with the standard specification as laid down in the operation

- maintenance manual of the respective system or equipment of manufacturer as per instructions of the Engineer incharge.
- 17. In case any condition of contract conflict with the special condition the special conditions will be govern.
 - 18. In the event of major maintenance of system the department decision will be company will be responsible to dismantle the equipment's and re-install after wards without any additional charges to be claimed from Supreme Court of Pakistan and also given full co-operation to then agency.
 - 19. The contractor will pay fair wages to his employees as per government policy and will enhance their wages accordingly.
 - 20. The Company shall provide proper uniform with Cap to their Staff besides badges depicting Company Monogram and name of employee.
 - 21. Staff detail is as under:-

Staff	Site Requirement	Numbers of Workers
Forman	for Supervision of staff and repairing / maintenance works of Split AC's and HVAC Plant, Boiler etc	1
Machine Man	Chiller Operator	1
	Boiler Operator	1
Mechanic	AC Mechanic/ Technician/Operator	2
	AHU , FCU & Cooling Tower Mechanic	1
Helper	Helper for AC Technician	2
	Helper for Chiller & Boiler Operator	2
	Helper for AHU,FCU & Cooling Tower Works	1
Site Engineer	1st class Boiler Engineer for visiting / checking of Boiler 4-Visits in month or as & when required	

PURCHASE /PROCUREMENT COMMITTEE

SDD(N)	SDD(S) / Director IT	A.O(B)	DDO	DG(PIDP)
Member	Member	Member	Member	Member

Additional Registrar(Admin)

Chairman