



Bidding Documents

Hiring the Services of Outsourced Service Provider for House Building Finance Company Limited (HBFC) Head Office and Its Various Offices across Pakistan

December, 2018

RFP Notice**Hiring the Services of Outsourced Service Provider**

House Building Finance Company Limited (HBFC) Pakistan's premier housing finance institution, invites sealed bids for "Hiring the Services of Outsourced Service Provider" for a period of two years (renewable subject to mutual consent), as per details provided in the bidding document. The bids will be evaluated in terms of Rule-36(b) of Public Procurement Rules 2004 i.e. "Single stage-two envelope procedure" and is open to all the firms who meet the following minimum eligibility criteria:

- The bidders must be registered with Tax Authorities and appear on Active Taxpayers List (ATL) of FBR.
- The bidders must have minimum five years experience of providing similar services to the organizations of comparable scale.
- The bidders must have minimum three running projects of providing similar services to the organizations of comparable scale.
- The bidders must submit an undertaking that they are compliant to prevailing and applicable laws of Pakistan.
- The bidders must submit an affidavit that they have never been blacklisted or debarred by any organization.

Bidding documents containing detailed terms & conditions, etc. are available for review only at HBFC website www.hbfcl.com. In order to participate in the process, the signed copy of bidding documents may be obtained from the address given below on submission of a written application on Firm's letter head upon payment of non-refundable fee of Rs.500/- through bank draft/ pay order drawn in favor of HBFC. The RFP notice is also available at PPRA website www.ppra.org.pk

The bids prepared in accordance with the instructions, contained in the bidding documents must reach at address given below on or before 07-01-2019 at 11:00 am which will be opened on same day at 11:30 am in the presence of bidders' representatives (who choose to attend) at the address given below. Late/ incomplete/ conditional bids will not be entertained. After evaluation of technical proposals, the financial proposals of technically accepted bids shall be publicly opened at a time, date and venue to be communicated to the qualified bidders in advance.

HBFC reserves the right to accept or reject any or all bids in accordance with relevant clause of Public Procurement Rules (PPR-2004).

Head, General Services Department
House Building Finance Company Limited
3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi
Tel: 021-35641739/17

A. General

1. Scope of Bid

House Building Finance Company Limited (HBFC), Pakistan's premier housing finance institution having its principal place of business at 3rd Floor, FTC Building, Shahrah-e-Faisal, Karachi, hereinafter called "Company", invites sealed bids from tax registered eligible Bidders for "Hiring the Services of Outsourced Service Provider for HBFC's Head Office and Its Various Offices across Pakistan". The bidding process is open to all bidders who meet the minimum eligibility criteria.

Bidder/Firm who is black listed by any government organization will not be eligible to participate in the bidding/procurement process.

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the HBFC will in no case be responsible or liable for those costs.

B. Bidding Documents

3. Contents of Bidding Documents

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4. Amendment of Bidding Documents

- i. At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- ii. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Company. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.

- iii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Company may, at its discretion, extend the deadline for the submission of bids consistent with provision of Rule 27 of PPR-2004.

C. Preparation of Bids

5. Bid Prices

The Contract shall be for the Services, as described in the Appendix A and the Bidder shall fill in rates and prices for all items of the Services accordingly. Items for which no rate or price is entered by the Bidder will not be paid for by the Company when executed and shall be deemed covered by other rates and prices. . All bids shall be quoted in Pak Rupee. Bids in any other currency shall be rejected.

The price quoted would be inclusive of all taxes levied by the local Authority/ Federal Government at the time of submission of bids. Any subsequent change in applicable direct/ indirect taxes/ duties levied by the government accordingly adjusted in the bid price.

D. Submission of Bids

6. Deadline for Submission of Bids

- i. Bids must be received at the address specified in Bid Data Sheet not later than the time and date specified in the Bid Data Sheet.
- ii. The Company may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Company and the bidders previously subject to the original deadline will then be subject to the new deadline.

7. Late Bid

Any Bid received by the Company after the deadline will be returned unopened to the Bidder.

E. Bids Opening and Evaluation

8. Bids Opening

The Company will open all bids, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. Bidders' representatives shall sign an attendance sheet as proof of their attendance.

9. Correction of Errors

Bids determined to be substantially responsive will be checked by the Company for any arithmetic errors. Arithmetical errors will be rectified by the Company on the following basis:

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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

The amount stated in the Bid will be adjusted by the Company 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, the Bid will be rejected, and the Bid Security may be forfeited.

10. Evaluation of Bids

The technical proposals of the only qualified bids after preliminary evaluation shall be evaluated in detail. The Financial Proposals of the only technically accepted proposals will be opened and the bid found to be the lowest evaluated bid shall be accepted.

11. Bid Security

All bidders are required to submit an amount of bid security with financial proposal @ 2% of total amount quoted in financial proposal in the form of bank draft/ pay order in favor of HBFC. No bid shall be considered as valid unless it is accompanied by the Bid Security. No interest shall be payable by the HBFC on this deposit. In the event of breach of any terms of the contract, security deposit will be forfeited. Security deposit shall be refundable on completion of bidding process.

F. Award Criteria

12. Award Criteria

The contract will be awarded to the successful Bidder whose bid has been found technically & financially compliant and has offered the lowest evaluated cost, emerged as lowest evaluated bid. Provided further that the Bidder is determined to perform the contract satisfactorily.

13. Company's Right to Reject All The Bids

The Company reserves the right to annul the bidding process and reject all bids at any time prior to award of contract.

14. Performance Guarantee

Within five working days of the receipt of notification of award by the HBFC, the successful Bidder shall furnish the performance security from any scheduled bank in Pakistan for amount @ 10% of total amount quoted in financial proposal.

15. Code of Conduct

It is the Company's policy to require that Consultant/ Service Providers, Suppliers, and Contractor under Company-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Under Rule 19 of PPR-2004, the Company can blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

Following mechanism and manner for permanently or temporarily bar a delinquent bidder, from participating in procurement proceedings will be followed as per guidance of HBFC management:

| Nature of Offense/ Fault | Means of Verification | Proposed Action under Rule 19 |
|-------------------------------------|---|--|
| Corruption | Actual instance verifiable as per law of land and applicable rules and regulations of HBFC | Permanent blacklisting. |
| Fraud | Cross verification of documentary undertaking submitted by Contractor/ Bidder/ Supplier/Consultant. | Blacklisting for 3-5 years (depending on severity of fraud) |
| Collusion | Results of Bid/Proposal analysis resulting in substantive evidence of collusion. | Blacklisting for 3 years. |
| Performance Deficiencies | Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/consultant. | Blacklisting for 1-2 years. (Depending on severity of non-performance). To be blacklisted for procurements during the period of debarment. |

Pursuant to Rule 7 of PPR 2004 bidders shall be required to sign an Integrity Pact in accordance with prescribed format attached hereto at Section 7.

16. Overriding Effect of PPR-2004

Whenever in conflict with these documents the stipulation of PPRA-2004 shall prevail.

G. Bid Data Sheet

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

| S. No | Details |
|--------------|---|
| 1. | HBFC intends to Engage a firm for providing Outsourced Services. Ref No. HBFC/HOK/GSD/2018/..... |
| 2. | The minimum mandatory eligibility/ qualification criteria is as follows: <ul style="list-style-type: none"> • The bidders must be registered with Tax Authorities and appear on Active Taxpayers List (ATL) of FBR. • The bidders must have minimum five years experience of providing similar services to the organizations of comparable scale. • The bidders must have minimum three running projects of providing similar services to the organizations of comparable scale. • The bidders must submit an undertaking that they are compliant to prevailing and applicable laws of Pakistan. • The bidders must submit an affidavit that they have never been blacklisted or debarred by any organization. |
| 3. | Bidder/Firm who is black listed by any government organization will not be eligible to participate in the bidding/procurement process. |
| 4. | After meeting the minimum eligibility / qualification criteria. The bidders will be evaluated in terms of criteria given in Evaluation Criteria Form. <ul style="list-style-type: none"> - Minimum passing marks are 35 out of 50 subject to 50% in every parameter of evaluation criteria. - Failing to meet the Evaluation Criteria will lead to rejection of bid |
| 5. | The Contract “is not” subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly. |
| 6. | The period of Bid validity shall be 90 (ninety) days after opening of the Bids. |
| 7. | All bidders are required to submit amount of bid security with financial proposal @ 2% of total amount quoted in financial proposal. |
| 8. | The Original Bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. The inner envelopes shall be marked as “ORIGINAL TECHNICAL PROPSAL” and “ORIGINAL FINANCIAL PRPOSAL” in bold letters. In a same manner Copy of Bid will also be |

| | |
|-----|---|
| | <p>provided in another single sealed package containing two separate sealed envelopes.</p> <p>The inner envelopes shall be marked as “COPY OF TECHNICAL PROPOSAL” and “COPY OF FINANCIAL PROPOSAL” in bold letters. The outer envelope shall be addressed to the Purchaser at the address given in the BDS. The content of the technical and financial proposals are mentioned in BDS.</p> <p>Following should be the contents of the Technical Proposal Envelope:</p> <ol style="list-style-type: none"> 1. Bid Form: duly filled in and signed. 2. Minimum Eligibility /Qualification Criteria: attach the evidence and reference documents 3. Evaluation Criteria: documentary evidences are required <p>Following should be the contents of the Financial Proposal Envelope:</p> <ol style="list-style-type: none"> 1. Price Schedule in Pak. Rupees: duly filled and signed. 2. Bid Security: in form of pay order in favor of HBFC |
| 9. | <p>The Company’s address for the purpose of bid submission is:</p> <p style="text-align: center;">Head General Services Department, House Building Finance Company Limited, 3rd Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi, Pakistan Telephone No: 021-35641717/39</p> <p>The opening of Financial Proposal will be communicated later to the eligible bidders by the Company.</p> <p>The deadline for submission of bids shall be January 07, 2019 at 11:00 am.</p> |
| 10. | <p>Bids will be opened on January 07, 2019 at 11:30 am at the following address:</p> <p style="text-align: center;">House Building Finance Company Limited, 3rd Floor, Finance and Trade Centre, Shahrah-e-Faisal, Karachi –Pakistan.</p> |
| 11. | <p>Bidders have to submit bids with Complete Requirements. Late/ incomplete and conditional bids will not be entertained. Bids submitted without signed Bid Form by authorized nominee of the bidder will be rejected. Bids with material deviation, exception, objection, conditionality or reservation will be rejected. Bids submitted late will be rejected.</p> |
| 12. | <p>Performance Security: 10% of the price quoted in financial proposal from any scheduled bank within five working days of receipt of notification of award.</p> |

Technical Proposal

Bid Form

Date: _____

To:

The Head,
General Services Department,
House Building Finance Company Limited,
3rd Floor, Finance & Trade Centre,
Shahrah-e-Faisal,
Karachi –Pakistan.

Dear Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the required item or services in conformity with the said bidding documents as may be ascertained in accordance with the Technical Proposal and Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the schedule specified in the Technical Requirements and Specifications.

If our Bid is accepted, we will obtain the guarantee of a scheduled bank Pakistan in a sum equivalent to **10%** of the contract amount for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of **90 (ninety days)** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If one Bid is accepted then until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2018__.

[Seal & signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Evaluation Criteria

- The Minimum Eligibility/ Qualification criteria will be evaluated totally on compliance based method.
- Eligible / qualified bidders as per will be considered for subsequent evaluation as per Evaluation Criteria Form.
- Minimum passing marks for next stage i.e. opening of Financial Bids is 35 out of 50, subject to 50% in every parameter stated in Evaluation Criteria Form.
- Failing to meet the Evaluation Criteria Form will lead to rejection of bid/s.
- Financial Proposals of the only technically accepted bidders will be opened and the bid found to be the lowest evaluated bid shall be accepted.

Minimum Eligibility/Qualification Criteria:

| S.No | Minimum Eligibility/ Qualification Criteria | Means of Verification | Bidder's Assessment |
|-------------|---|--|--------------------------------|
| I | The bidder must be registered with Tax Authorities and appear on active tax payer list of FBR. | Attach copies of relevant Tax Registration Certificate and proof of being on ATL of FBR. | |
| II | The bidder must have minimum 05 years of experience of providing general support services. | Attach copies of oldest Contracts to prove experience. | |
| III | The bidder must have completed three assignments of providing support services to at least three organizations. | Attach copies of Contracts/ P.Os / sufficient documentary proof | |
| IV | The bidder must have to submit an undertaking that the bidder is compliant to prevailing and applicable laws of Pakistan. | Undertaking on stamp paper | |
| V | The bidder must have to submit an affidavit that the bidder has never been blacklisted or debarred by any organization. | Undertaking required on stamp paper of Rs. 200/-. | |
| VI | The bidder must have office in Federal Capital and Provincial Capitals. | Offices address and telephone numbers | |

Seal and Signature of Bidder:_____

Evaluation Criteria Form

| S.No | Selection Criteria | Means of Verification | Points | Point Wise Calculation | Evidence | |
|------|--|---|--------|--|----------|----|
| | | | | | Yes | No |
| 1 | Years of establishment of Firm | Certificate of Incorporation | 10 | 01 point per year | | |
| 2 | Ongoing Projects (Deployment of at least 50 resources in each project) | Work orders/ Contract | 10 | 02 points per project | | |
| 3 | Financial Strength | (Last 03 years audited accounts) | 10 | Average minimum turnover Up to Rs. 5.0 Million will score 02 points Rs. > 5.0-10 Million will score 04 points Rs. > 10-15 Million will score 06 points Rs. > 15-20 Million will score 08 points Rs. 20 Million or higher will score 10 Points | | |
| 4 | Projects completed in organizations of similar nature and complexity during last three years (Deployment of at least 50 resources) | Performance / Completion Certificates | 10 | 02 points per Project | | |
| 5 | The Company must have experienced office staff. | Payroll Statement/ Individuals Profiles | 10 | 02 point against 05 employees | | |

- Minimum qualifying score will be 35 out of 50, otherwise bid will be considered as technically non-responsive.
- Minimum qualifying score will be 50% in each section, otherwise bid will be considered as technically non-responsive.
- Documentary evidences should be provided as a mean of verification.
- Points will only be calculated on submitting documentary evidences by the bidder.

Financial Proposal

Price Schedule in Pak Rupees

(ON SERVICE PROVIDER'S LETTER HEAD)

Name of Bidder _____.

| S.No | Description of services | Total Daily Charges per Resource Rs. | Applicable Tax/s Rs. | Total Daily charges Rs. (Inclusive of taxes) | Annual Charges inclusive of applicable taxes Rs. |
|-------------------------|-------------------------|--------------------------------------|----------------------|--|--|
| | | A | B | C = A + B | C *30*12 (months) |
| 1 | Office Support Services | | | | |
| 2 | IT Support Services | | | | |
| 3 | Driving Services | | | | |
| Total Bid amount | | | | | |

Note:

1. Bidder should be compliant to all prevailing & applicable laws of Pakistan.
2. In case of an emergency, the contractor shall have to arrange and provide the additional services on written or verbal request of the Company at any time.
3. The quoted prices shall be based on a day's work starting from _____ to _____. The Company shall make an additional payment to the Contractor on the pro-rata basis for any work done beyond the aforesaid timings.
4. In case of interruption in services Company will make deductions accordingly. However, deduction mechanism will be based on charges proposed by the bidder.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form of Contract

(Payment of Stamp Duty as per the prevailing rates in Karachi will be the responsibility of the successful bidder).

THIS CONTRACT (hereinafter called the "Contract") is made the _____day of the month of _____, 2018, by and between, **House Building Finance Company Limited**, having its place of business at *3rd Floor, Finance & Trade Centre, Shahrah-e-Faisal, Karachi* (hereinafter referred to as "the Company" which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf, of the First Part

AND

M/s _____, incorporated/registered under the applicable laws in Pakistan, having its principal office at _____ (hereinafter called "the Service Provider", which expression shall, wherever the context so permits, include its successors in interest and assigns) through _____ who is duly authorized in this behalf of the other Part

(THE COMPANY and THE SERVICE PROVIDER are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS,

- a) the Company has requested the Service Provider to provide certain Services as defined in the Appendix A to this Contract (hereinafter called the "Services");
- b) the Service Provider, having represented to the Company that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the service charges mentioned in the schedule of payments;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:

Appendix A: Description of the Services, Performance Specification & Terms of Reference

Appendix B: Key Personnel

Appendix C: Schedule of Payments

Appendix D: Breakdown of Contract Price

Appendix E: Notification of Award

Appendix F: Letter of Acceptance

Appendix G: Performance Security

Appendix H: Integrity Pact

2. The mutual rights and obligations of the Company and the Service Provider shall be as set forth in the Contract, in particular:
- a) The Service Provider shall carry out the Services only through its regular / contracted employees, hereinafter referred to as 'the Service Provider's employee(s)' in accordance with the provisions of the Contract; and
 - b) The Company shall make payments to the Service Provider in accordance with the provisions of the Contract after deduction of all the applicable taxes required under the existing laws at the time of payment and recover damages, if any, during providing the services.
3. The Service provider shall provide the Services during the period commencing _____ and continuing through _____ or any other period as may be subsequently agreed by the parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of House Building Finance Company

[Authorized Representative](Name, Designation and signature)

For and on behalf of the Service Provider

[Authorized Representative] (Name, Designation, Signature, CNIC Number)

Witness-1:

Signed by: _____

CNIC #: _____

Witness-2:

Signed by: _____

CNIC #: _____

General Conditions of Contract (GCC)

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of the Bid.
- b. "Company" means the House Building Finance Company Limited.
- c. "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Company.
- d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- e. "Contract Price Ceiling" means the maximum payments admissible under contract for the performance of the Services, in accordance with Clause 6;
- f. "Day's work" means varied work outputs subject to payment and based on time schedule for the services provided by the Service Provider, in addition to payments for associated materials and administration.
- g. "GCC" means these General Conditions of Contract;
- h. "Government" means the Government of the Islamic Republic of Pakistan ;
- i. "Party" means the Company or the Service Provider, as the case may be, and "Parties" means both of them;
- j. "The Service Provider's Employee" means regular or contract employees of the Service Provider who will be assigned to the performance of the Services by the Services Provider
- k. "Service Provider" means a firm or corporate body whose Bid to provide the Services has been accepted by the Company;
- l. "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Company
- m. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- n. "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Company

o. "Services" means the work to be performed by the Service Provider through the Service Provider's employees pursuant to this Contract, as described in Appendix A titled description of the services and activity schedule

q. "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2. Applicable Law

The Contract shall be governed by the laws of the Islamic Republic of Pakistan.

1.3. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

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

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Company may approve in Pakistan. The Company shall have a right to add or omit any locations at any time where the services of the Service Provider may be required.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Company or the Service Provider may be taken or executed by the officials specified in the SCC.

1.7. Inspection and Audit by the Company

The Service Provider shall upon reasonable notice by the Company allow the Company's Management, its auditors to inspect, examine and audit its accounts and records which are directly relevant to the performance of the Services as set forth in this contract and to have them audited by auditors appointed by the Company, if so required by the Company.

1.8. Taxes, Duties and Other Applicable Laws

The Service Provider shall organize to pay its own and its employees taxes, and the Company is authorized to withhold any tax from payment to the Service Provider and to deposit the same into the respective Governmental Treasury(s). The Service Provider shall also ensure compliance with local laws and applicable regulations.

Any additional tax, levies, duties or modification in the existing rates of tax and other applicable laws imposed during the pendency of this contract shall be adjusted in the contract price by both the parties.

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

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such date as may be stated in the SCC.

2.2. Commencement of Services

The Service Provider shall start carrying out the Services within thirty (30) days after the Contract becomes effective, or at such other date as may be specified in the SCC. The period of contract will be 2 years only (Renewable upon mutual consent).

2.3. Intended Completion Date

Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The Party affected by Force Majeure shall on the occurrence of the event leading to Force Majeure immediately notify the other Party in writing and take all reasonable steps to overcome the Force Majeure. If the Force Majeure persists the affected Party may terminate this contract as per clause 2.6 of the Contract because of Force Majeure.

2.5.2. No Breach of Contract

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

2.5.3. Extension of Time

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

2.6. Termination

2.6.1. By The Company

The Company may terminate this contract immediately by giving a written notice of termination of contract to the service provider upon the occurrence of any of the events specified in paragraphs (a) through (e) of this clause 2.6.1 and a prior notice of 30 days shall be given for termination of the contract in case of the event referred to in (g).

- a. If the service Providers does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Company may have subsequently approved in writing.
- b. If the Service Provider become insolvent or bankrupt.
- c. If as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than fifteen (15) days; or
- d. If the Service Provider/s, in the judgment of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.
- f. If the Company in its sole direction decides to terminate this Contract.

2.6.2. By The Service Provider

The Service Provider may terminate this Contract, by giving not less than ninety (90) days written notice to the Company. If the Company fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

3. Obligations of the Service Provider

3.1. General

- a. The Service Providers shall perform the Services in accordance with the Description of the Services and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ efficient employees. The Service Provider shall always act in good faith in respect of any matter relating to this Contract or to the Services, and shall at all times support and safeguard the Company's legitimate interests in any dealings with Subcontractors or third parties.
 - b. The Service Provider will ensure that replacements are provided immediately for continuity of functions.
 - c. In the course of the performance of the services the Service Provider shall comply with all reasonable requests of the Company, subject to ultimate direction and control being retained by The Service Provider.
 - d. The Service Provider shall comply with all applicable laws, rules and regulations, instructions and customary practices of the Company in Pakistan;
 - e. The Service Provider shall promptly notify the Company of any matter coming to their knowledge which could have a material effect on the business or affairs of the Company.
- 3.2. The Service Provider and the resources deployed by it for providing the services shall comply with any code of conduct provided to The Service Provider by the Company from time to time and shall conduct themselves in a manner which is not prejudicial to the interest and business of the Company.

3.2. Conflict of Interests

3.2.1. Service Provider and Service Provider's Employee(s) Not to Benefit from Commissions and Discounts

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and neither the Service Provider nor any of its resources deployed for provision of shall demand or accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall ensure that the Service Provider's Employee(s) , or any Subcontractors shall not receive any such additional remuneration.

3.2.2. Service Provider and Affiliates Not to be Otherwise Interested in Project

Thee Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

Neither the Service Providers nor their Subcontractors shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Islamic Republic of Pakistan which would conflict with the activities assigned to them under this Contract;
- b. During the term of this Contract, neither the Service Provider nor their Subcontractors shall employ regular or contractual employees in active duty or on any type of leave, to perform any activity under this Contract;
- c. After the termination of this Contract, such other activities as may be specified in the SCC.

3.3. Confidentiality

- a. The Service provider shall provide a Declaration to the effect that the Service Provider and the Service Provider's employee(s) shall keep and maintain all information and documents relating to The Company in strict confidentiality.
- b. The Service Providers and their Subcontractors either of them shall not, either during the term or within two (2) years after the expiry of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract, or the Company's business or operations without the prior written consent of the Company.

3.4. Contractual Liability Insurance to be taken out by the Service Providers

- a. The Service Provider will also obtain Contractual Liability Insurance to cover all claims related to Negligence / Fraud if any, committed by The Service Provider's employee (s) in the course of their deployment with Company, and even after their replacement by the Service Provider and shall indemnify and keep indemnified the Company, at all times against any such loss, claim, damage, charge. It is further clarified that the Service Provider is responsible to acquire the required coverage and to facilitate in fulfilling the requirements of the insurance agency whereas the Company will provide all the related documents as per Insurance company requirement, so that the claims can be settled expeditiously. However the Service Provider shall be responsible to indemnify the Company within 45 days after receiving all the require supporting documents to support the claim regardless of the payment of the insurance amount paid by the insurance company to the Service Provider. Failure of The Service Provider to pay the Company's claim within the afore-said period shall authorize the Company to deduct the claimed amount from the amount of monthly Service Charges payable to The Service Provider.
- b. The Service Provider at the Company's request shall provide evidence to the Company showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Service Providers' Actions Requiring Company's Prior Approval

The Service Provider shall obtain the Company's prior approval in writing before taking any of the following actions:

- a. Entering into a subcontract for the performance of any part of the Services,
- b. Changing the schedule of activities; and
- c. Any other action that may be specified in the SCC.

3.6. Independent Service Provider Status

The parties agree that this contract creates an independent Service Provider relationship, not an employment relationship. The Service Provider acknowledges and agrees that the Company will not provide the Service Provider or the Service Provider's employee(s) any fringe benefits or for the reimbursement of any expenses, including without limitation any medical or pension payments, and that income tax / withholding tax is Service Provider's responsibility.

The Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each of the Service Provider employee(s) is entitled under his/her contract with the Service Provider. All claims made by the Service Provider's employee(s) shall be dealt with exclusively by the Service Provider. None of the Service Provider's employee(s) shall be entitled to seek employment with the Company on any basis including that he/she had been engaged by the Service Provider during the tenure of this Contract or was engaged by the Service Provider for the provision of the services to the Company or was deployed to the Company. The Service Provider shall keep the Company indemnified against any such claims by the resources deployed by it for provision of services under this Contract.

3.7. Compliance with all the Regulatory Requirement

- a. The Service Provider will be responsible for the due and proper payment of and observance of all laws applicable to them.
- b. The Service Provider will ensure that all the applicable regulatory requirements / labor laws are fully met and accordingly indemnify the Company against any claims with regards to above.

3.7.1. Reporting Obligations

The Service Provider shall submit to the Company the reports and documents specified in Appendix A as and when required by the Company.

3.8. Liquidated Damages

The Service Provider shall pay liquidated damages to the Company at the rate per day stated in the SCC. The total amount of liquidated damages may not exceed the amount defined in the SCC. The Company may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.1. Payments of Liquidated Damages

If the Intended Completion Date is extended after liquidated damages have been paid, the Company shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

3.8.2. Correction for Over Payment

If the Service Provider has not corrected a defect within the time specified in the Company's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described in clause 7.2.

3.8.3. Lack of Performance Penalty

If the Intended Completion Date is extended after liquidated damages have been paid, the Company shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

3.9. Performance Security

The Service Provider shall provide the Performance Guarantee to the Company no later than the date specified in the Letter of acceptance. The Performance Guarantee shall be issued in an amount (10% of the price quoted in financial proposal) and form and by a Company acceptable to the Company, and denominated in currency in which the Contract Price is payable. The Performance Guarantee shall be valid until a date 30 days from the Completion date of the Contract.

4. Service Provider's Personnel

4.1. Description of Personnel Required from Service Provider

The Service Provider shall ensure that the resourced deployed by it at the premises of the Company for provision of the services display their service card issued by the Service Provider at all times and abide by the office decorum and discipline while providing the services. The agreed services to be rendered and estimated periods of engagement in carrying out of the services by the Service Provider are described in Appendix A.

4.2. Removal and/or Replacement of Personnel

- a. Except as the Company may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel or such key personnel is granted leave by the Service Provider, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b. If the Company finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Company's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Company.
- c. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Company

5.1. Provide Information Pertaining to the Code of Conduct

The Company shall provide the Service Provider with information on code of conduct and security procedures. The Company shall immediately notify the Service Provider of any changes to the same during the continuance of this Contract.

5.2. Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes, duties, which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by a written agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2, as the case may be.

6. Payments to the Service Provider

6.1. Payments

The Service Provider's remuneration shall not exceed the Contract Price / rates and shall be a fixed lump-sum including all Subcontractors' costs and all other costs incurred by the Service Providers in carrying out the Services. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3.

6.2. Contract Price Ceiling

The price / rates payable are set forth in the SCC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the agreed contract price is provided in Appendix D.

6.4. Terms and Conditions of Payments

Payments will be made to the Service Provider and according to the payment schedule stated in the SCC.

6.5. Day Works

- 6.5.1.If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Company has given written instructions in advance for additional services to be paid in that way.
- 6.5.2.All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Company. Each completed form shall be verified and signed by the Company representative as indicated in Clause 1.6 within two days of the Services being performed.
- 6.5.3.The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.5.2.

7. Quality Control

7.1. Performance Standards

The Service Provider will maintain highest level of service standards.

7.2. Correction of Defects, and Lack of Performance Penalty

- a. The Company shall give notice to the Service Provider of any failures **or service deficiencies** before the end of the Contract. The Deficiency liability period shall be extended for as long as deficiency remains to be corrected.
- b. Every time notice a failure in performance arises, the Service Provider shall correct the notified failure in the performance within the length of time specified by the Company's notice.
- c. If the Service Provider has not corrected a failure in the performance within the time specified in the Company's notice, the Company will assess the cost of having the failure corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

8. Settlement of Disputes

- a. If any dispute arises between the Company and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Group Head - HR or any other officer authorized by the Company who will examine the matter in detail and give the decision which will be final & binding upon the parties.
- b. In case the Contractor believes that the decision of the Group Head - HR or the officer authorized by the Company was not in line with the Contract or it is prejudiced, and he does not accept the same, the matter may be referred to a neutral Adjudicator appointed after mutual agreement within 14 days after the decision of the Group Head - HR or the officer authorized by the Company.
- c. If required under any circumstances, the matter may be referred to arbitration under the Arbitration Act 1940 (Act No. X of 1940) and rules made there under and any statutory modifications thereto. Any hearing shall be held at Karachi, the language shall be English/Urdu.

8.1 Indemnify

The Service Provider shall keep the Company indemnified against any claims whatsoever by any resource deployed by it at the premises of the Company including but not limited to any claims under any provision of the relevant laws of the country or claims for damages or claim for providing a job in the Company. In the event the Company has to suffer any financial loss due to any such claim, the Company shall be entitled to recover the same from the Service Provider in addition to liquidated damages payable under the agreement.

9. Corrupt and Fraudulent Practices

Defines, for the purpose of this paragraph, the terms set forth below as follows:

- a. "Corrupt and Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- b. Company will terminate the contract if it determines that the firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question; and
- c. Under Rule 19 of PPR-2004, "The Company can inter alia blacklist firm found to be indulging in corrupt or fraudulent practices. following mechanism and manner for permanently or temporarily bar, from participating in their respective procurement proceedings will be followed as per guidance of HBFC management :

| Nature of Offense/ Fault | Means of Verification | Proposed Action under Rule 19 |
|-------------------------------------|--|---|
| Corruption | Actual instance verifiable as per law of land and applicable rules and regulations of HBFC | Permanent blacklisting. |
| Fraud | Cross verification of documentary undertaking submitted by Contractor/ Bidder/Supplier/Consultant. | Blacklisting for 3-5 years (depending on severity of fraud) |

| | | |
|--------------------------|---|--|
| Collusion | Results of Bid/Proposal analysis resulting in substantive evidence of collusion. | Blacklisting for 3 years. |
| Performance Deficiencies | Documented evidence in form of consistent performance deficiencies and notices of performance deficiencies not suitably responded or defended by contractor/bidder/supplier/consultant. | Blacklisting for 1-2 years. (Depending on severity of non-performance). To be blacklisted for procurements during the period of debarment. |

Special Conditions of Contract (SCC)

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.1(d) | The contract name is : “Hiring the Services of Outsourced Service Provider” |
| 1.1(k) | The Service Provider is <i>[insert name]</i> |
| 1.4 | <p>The addresses are:</p> <p>Company: House Building Finance Company</p> <p>Attention: Head - GSD</p> <p>Phone: (021) 35641717, 35641739</p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> |
| 1.5 | <p>The Authorized Representatives are:</p> <p>For the Company:</p> <p>Name & Designation of the Nominee of the Company _____</p> <p>_____</p> <p>For the Service Provider: _____</p> <p>Name & Designation of the Nominee of the Service Provider _____</p> <p>_____</p> |
| 2.2 | The Starting Date for the commencement of Services is [date] |
| 2.3 | The Intended Completion Date is [date]. |

| | |
|--------------|--|
| 3.3 | The Service provider or any of its resourced while rendering the required services shall not release any information acquired from HBFC due to their exposure that is sensitive and should be kept strictly confidential irrespective of the fact it is specified or otherwise. Moreover, all important and / or confidential documents provided by the Company shall not be taken out of the assigned work space. |
| 3.7.1 | The Service Provider shall submit complete reports & documents and all the deliverables as per details mentioned in Appendix A. |
| 3.8 | Company can impose liquidated damages @ Rs. 1,000/- per instance in case of non-compliance of any requirement defined in Appendix A of contract agreement. The amount of liquidated damages is in addition to the deduction of amount of unperformed services. The maximum amount of liquidated damages for the whole contract is Rs. 20,000/-. Once the maximum amount is reached, the Company may consider termination of the contract. |
| 3.9 | The amount of the performance security is 10% of the contract amount, which should remain valid 30 days beyond expiry date of the contract. |
| 5.2 | Prices payable to the Service provider as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly. |
| 6.2 | The amount is [insert amount in PKR]. |
| 6.4 | Client shall make the payments as follows: Payments will be made upon submission of invoice/s, after confirmation of satisfactory services by Concerned Designated Company's Official/s on monthly basis. |

Appendix A

Description of the Services, Performance Specifications & Terms of Reference (TORs)

Disclaimer: Please note that Task assigned shall not be in conflict/ violation of Company rules, instructions, SOPs and manuals.

Obligations of the Service Provider

The following shall be obligations of the Service Provider under the Contract:

- a. The Service Provider shall provide the required Support Services as per the specific required services described below.
- b. The Service Provider will ensure to provide uninterrupted services in a timely manner.
- c. The Service provider at its end shall maintain sufficient record of its employees to be deployed at Company premises and ensure that the resources to be deployed for rendering services under this Contract are issued proper service card that they keep displayed at all times during the provision of services.
- d. The Service Provider will have to bear overall responsibility of its personnel.
- e. The Service Provider would be liable to all kind of damages caused due to leakage of any information and misplacement of any paper, record or file etc. whatsoever by their deployed personnel.
- f. The Service Provider will sufficiently supervise his employees; manage all the matters with regard to communication of orders (verbally or in writing as deemed suitable).
- g. The Service Provider will depute its personnel in such a manner as to ensure that at any time during office hours, all the works noted below must effectively be completed, without any complaint and delay.
- h. To deploy such employees of the Service provider who are competent, and bearing good moral character as necessary for carrying out his services under the Contract. The Service Provider shall be responsible for paying wages, salaries to his employees performing services under this Contract including any statutory contributions to be made by their employer under the relevant laws, exercise supervisory and administrative control over them, terminate or take disciplinary action against them, as he deems necessary. The Service Provider shall ensure that all of its employees deployed for provision of services under this Contract fully understand that they do not have any employment relationship or employment nexus with the Company in any form what so ever and the Company shall not take any responsibility whatsoever in this regard.
- i. Ensure that all the applicable regulatory requirements / labor laws are fully met and accordingly indemnify the Company against any claims with regards to above.

- j. To arrange, bring at site and keep in working order, the equipment necessary to carry on his job under the contract.
- k. To arrange, provide and maintain, staff uniforms of appropriate design and quality along with the tags/ badges and identity cards for all his employees. Uniforms shall be neat & clean during any time while performing the services as per the Contract.
- l. The Service Provider shall provide replacement in case of absence of any of his resource/ employee deployed by him for the performance of the services.
- m. Obtaining all permits, NOCs, licenses, certificates or registrations etc. that may be required to perform the Services under this Contract.
- n. To maintain discipline, and to ensure that all his employees observe all rules, regulations, standards, safety measures, security guidelines and maintain good order at the premises as communicated by the Company from time to time..
- o. To prepare a daily report about the resources shortfall and to submit the complete record of these reports with his monthly bill for services fee.
- p. The Service Provider shall provide the Company information about its working practices, materials and equipment and shall operate in a manner which does not compromise Company's security or environment standards and applicable labor laws. The Service Provider shall also provide the Company with any information which it may have related to a potential or actual security threat to the Company.
- q. The Service Provider shall certify in writing that the Service Provider's employees are fully trained to render services safely and shall ensure that they understand all risks and hazards associated with the Services. The Service Provider shall keep records of such trainings.
- r. In case of an Exigency, the Service Provider shall have to arrange and provide the additional services on written or verbal request of the Company at any time. The Company shall make an additional payment to the Service Provider on the pro-rata basis.
- s. In case of interruption in services Company will make deductions accordingly.

Specific Requirements from Service provider:

Services are required in following categories, specific requirements of which may vary from office to office and department to department.

1. Office Support Services
2. IT Support Services
3. Driving Services

1. Office Support Services

- Ensuring that all officers are appropriately served in terms of supplying eatables, water, tea and drinks.
- Stacking files and documents in racks/cabinets

- Timely provision of support in movement file/ dak/ official letters from one division to other divisions of the department or to any place within the premises of HBFC.
- Stamping of documents/vouchers, as required.
- Proper support services for meeting rooms/ halls.
- Movement of record from record room to any place within the premises of HBFC.
- Laminate, photo-copy and bind documents as required
- Services will begin 30 minutes before normal timing of Company till close of business, however services required beyond the normal working hours shall be charged separately.
- Services should be uninterrupted, any interruption thereof will be penalized
- Ensure strict confidentiality will be maintain while rendering such services
- Any other work, similar in nature to above.

2. IT Support Services

- Managing day to day IT related issues
- Networking
- Setting printers papers
- Sharing printers with other system
- Troubleshooting as and when required

3. Driving Services

- The driving services should be provided through healthy & literate and licensed drivers.
- Operate assigned vehicles in a safe and courteous manner.
- Keep the assigned vehicle(s) clean inside and outside.
- Maintain accurate, up to date records on log book, vehicle maintenance, fuel record, accident reports, vehicle condition reports and other records that are required from management.
- Coordinate the schedule for major or periodic vehicle maintenance with management to minimize service interruptions.
- Must maintain confidentiality.
- Any other responsibilities required thereof

Quantum of services:

Services are required as per requirement of the Company at HBFC Head Office, Regional Offices and all its branches as list Annexed – A1 etc. The services are not limited to above said places but services can also be required at other places as per the requirements of the Company to be conveyed in writing by the representative nominated under this Contract.

Activity Schedule

The contractor shall have to provide services under the Contract from **08:00 am to 06:00 PM**. Anyhow adjustment in duty hours will be made on the basis of requirements of the employer. A probable schedule of services frequency is given in Financial Bid.

Annexure - A1

List of Offices

| Sr.# | Office Name | Sr.# | Office Name |
|-------------|----------------------------------|-------------|------------------------------------|
| 1. | Head Office, Karachi | 2. | Regional Office, South – Karachi |
| 3. | Regional Office, Centre – Lahore | 4. | Regional Office, North – Islamabad |
| 5. | Karachi Branch | 6. | Hyderabad Branch |
| 7. | Thatta Branch | 8. | Mirprkhas Branch |
| 9. | Sanghar Branch | 10. | Nawabshah Branch |
| 11. | Quetta Branch | 12. | Sukkur Branch |
| 13. | Larkana Branch | 14. | Khairpur Branch |
| 15. | Jacobabad Branch | 16. | Dadu Branch |
| 17. | Multan Branch | 18. | Muzafargarh Branch |
| 19. | Vehari Branch | 20. | Bahawalpur Branch |
| 21. | Bahawalnagar Branch | 22. | Dera Ghazi Khan Branch |
| 23. | Rahim Yar Khan Branch | 24. | Faisalabad Branch |
| 25. | Jhang Branch | 26. | Sargodha Branch |
| 27. | Sahiwal Branch | 28. | Lahore Branch |
| 29. | Kasur Branch | 30. | Gujranwala Branch |
| 31. | Gujrat Branch | 32. | Shaikhupura Branch |
| 33. | Sialkot Branch | 34. | Jehlum Branch |
| 35. | Islamabad Branch | 36. | Attock Branch |
| 37. | Rawalpindi Branch | 38. | Wah Cantt. Branch |
| 39. | Mirpur (AK) Branch | 40. | Gilgit Branch |
| 41. | Skardu Branch | 42. | Hunza Branch |
| 43. | Peshawar Branch | 44. | Swat Branch |
| 44. | Mansehra Branch | 46. | Mardan Branch |
| 46. | Kohat Branch | 48. | Bannu Branch |
| 49. | Chitral Branch | | |

Appendix B

Key Personnel

[Insert name, designation, and Contact numbers of the key personals]

Appendix C

Schedule of Payments

Appendix D

Breakdown of Contract Price

Appendix E

Notification of Award

Appendix F

Letter of Acceptance

Appendix G

Performance Guarantee

To:

The Head – GSD

House Building Finance Company,

3rd Floor, Finance & Trade Centre,

Shahrah-e-Faisal,

Karachi

WHEREAS [*name of Service provider*] (hereinafter called “the Service provider”) has undertaken, in pursuance of Contract No. [*Reference number of the contract*] to provide services [*description of services*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a performance guarantee of a scheduled bank for the sum specified therein as security for compliance with the Service provider’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Service provider a guarantee:

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, 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 Service provider 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 ____ day of _____ 20__.

Signature and seal of the Guarantors

[*Name of bank or financial institution*]

Appendix H

Integrity Pact



HOUSE BUILDING FINANCE COMPANY
Integrity Pact pursuant to Rule 7 Public Procurement Rules 2004
Declaration of Fees, Commissions and Brokerage etc.

Payable by the Suppliers of Goods, Services & Works

[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 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, [the 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, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[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 the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[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 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, [the Service provider] 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 [the 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 GoP.