



NATIONAL BANK OF PAKISTAN

CONSTRUCTION OF FIRE RATED WALL, PROVIDING & FIXING OF AIR TIGHT STEEL DOORS FOR LIVE DATA CENTER AT ITG BLOCK, 4TH FLOOR, NBP HEAD OFFICE BUILDING KARACHI AND PROVIDING DECONTAMINATION SERVICES DURING EXECUTION / CONSTRUCTION OF WALL TO ENSURE UN-INTERRUPTIBLE DATA CENTER OPERATIONS

TENDER AND CONTRACT DOCUMENTS

Single Stage – One Envelope Procedure as per PPRA Rule: 36 (a)

INVITATION FOR BIDS
INSTRUCTION TO BIDDERS & BIDDING DATA
FORM OF BID & SCHEDULES TO BID
CONDITIONS OF CONTRACT & CONTRACT DATA
STANDARD FORMS

Issued to: _____

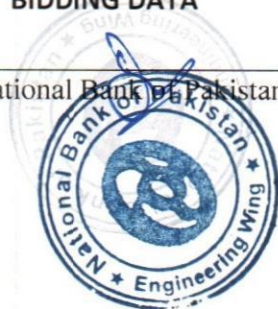
OCT 2022

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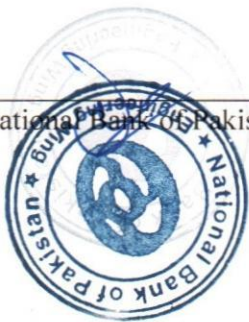
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INVITATION TO BID

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INVITATION TO BID

Construction of Fire Rated Wall, providing & fixing of Air Tight Steel Doors for live Data Center, at ITG Block, 4th Floor, NBP Head Office Karachi and providing Decontamination Services during Execution /Construction of Wall to ensure un-interruptible Data Center Operations

National Bank of Pakistan (NBP) invites sealed bids from the Contractors registered with FBR (for Income Tax) and SRB (for Sales Tax on Services) and who are on Active Taxpayers List of the FBR for the subject works and fulfilling following Eligibility Criteria:

1. Related experience of Works (as per subject Work details) for five (05) Years or above. Purchase/Work Order(s) with Satisfactory Completion Certificate(s) to be submitted.
2. Affidavit on non-judicial stamp paper that the Contractor has not been blacklisted in past by any Organization / Department for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practice.

Bidding documents, containing detailed terms and conditions, etc. are available at the Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi during Office Hours up to 11th November, 2022 after submission of written application on Bidder's letter head for issuance of bidding documents, bidding documents Price (as per PPRA rule 23(5)) of Rs. 1000/- (Rupees One Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan after submission of above stated Tax Registration proof and Eligibility Criteria Documents. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/TENDER> free of cost.

All the Contractors downloading the bidding documents from the NBP Website must also submit aforementioned Tax Registration proof and Eligibility Criteria Documents in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before 11th November, 2022. In case of noncompliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

The bids, prepared in accordance with the instructions contained in the bidding documents, must reach at the Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, on or before 11:00 am, 15th Nov 2022. Bids will be opened on the same day publicly at 11:30 am at same address (where bids are received) in the presence of Tender Opening Committee and bidder's representatives, who opt to attend. If office remains closed on bidding date for any reason, the bid will be opened on next working day at the same time and venue. This advertisement is also available on NBP & PPRA Websites i.e. <http://www.ppra.org.pk> and <http://www.nbp.com.pk/TENDER>.

**Wing Head,
Head Office Wing, Engineering Group, LCMG
3rd Floor, National Bank of Pakistan, Head Office
I.I Chundrigarh Road, Karachi.
Tel. +92-21-99220854, Ext No. 021-99062853**

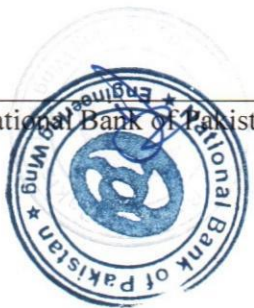
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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data (hereinafter called "the Employer") wishes to receive bids for the Works summarized in the Bidding Data (hereinafter referred to as "**the Work**").

Bidder shall prepare bids for the Work as per specified Scope of Works and Specifications. **Bidders must quote for the complete scope of WORK. Any Bid not quoting for complete scope of work will be rejected as non-responsive.**

1.2 The successful bidder will be expected to complete the WORK within the time specified in Bidding Data.

IB.2 Source of Funds

2.1 The Employer has arranged funds from its own sources.

IB.3 Eligible Bidders

3.1 This Invitation to Bid is open to all bidders having fulfilled Eligibility Criteria as mentioned in Invitation to Bid.

IB.4 One Bid per Bidder

4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works (i.e. IT Data Center, NBP Head Office Building, Karachi) and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of WORK. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

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B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.9.1. The Bid and Contract Documents consist of the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Scope of Work & Specifications
 - (iii) Schedule C: Method of Performing Works
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause IB.21.5, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address indicated in the Bidding Data.
- 8.2 The Employer will respond to any request for clarification which it receives earlier than five (05) days prior to the deadline for the submission of bids. Copies of the Employer's response will be forwarded to all prospective bidders, at least three (03) days prior to dead line for submission of bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause IB.9.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.



C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.11 Documents Comprising the Bid (to be submitted with the Bid)

- 11.1 Bid prepared by the bidder should be submitted in a sealed Single Envelope on due time, shall comprise the following components:
- (a) Form of Bid on Bidder's Letterhead duly filled, signed & sealed, in accordance with Sub-Clause IB.19.3.
 - (b) This bidding document (in Original) Complete with each page of this bidding document to be duly signed & sealed in accordance to Clause IB.19.5.
 - (c) Schedule A to Bid duly filled, signed & sealed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB.19.2.
 - (d) Bid Security furnished in accordance with Clause IB.18.
 - (e) Any other document which the bidder deemed necessary for the completion of works specified in the bid or in accordance with Clause IB.17 (Optional).

IB.12 Sufficiency of Bid

- 12.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 12.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.13 Forms of Bid and other Forms

13.1 The bidder shall complete, sign and seal the Form of Bid furnished in the Bidding Documents and shall also enclose other information in accordance to Clause IB.11.

IB.14 Bid Prices

- 14.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid), indicating unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the Preamble to Schedule of prices.
- 14.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidders shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. Since only fixed price contract will be considered, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 14.3 The Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

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IB.15 Currencies of Bid

- 15.1 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in currency as stipulated in the Bidding Data.
- 15.2 The currencies of payment shall be as stated in Conditions of Contract.

B.16 Documents Establishing Bidder's Eligibility and Qualifications

- 16.1 It is established that Bidder's Eligibility and Qualification as stipulated in ITB and Bidding Data has already been verified before issuance of the bidding documents and only eligible bidders are allowed to submit their bids in due time.

IB.17 Documents Establishing Works' Conformity to Bidding Documents

- 17.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 17.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.18 Bid Security

- 18.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Payment Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the validity date.
- 18.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 18.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 18.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.26 and signed the Contract Agreement, pursuant to Sub-Clauses IB.25.2 & 25.3.
- 18.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 21.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.26, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.25.2 & 25.3.
- 18.6 In any event as specified in IB: 18.5, the Employer at his sole discretion may award works to second Most Advantageous bidder.

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IB.19 Validity of Bids, Format, Signing and Submission of Bid

- 19.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 19.2 All Schedules to Bid are to be properly completed and signed.
- 19.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 19.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.11 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 19.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. Power of Attorney to be issued/signed by the legally authorized representative of the bidder or in case the lagally authorized representative of the bidder has signed the bidding documents, then substantial evidence should be attached. All pages of the bid shall be initialed/signed and official seal be affixed by the person or persons signing the bid.
- 19.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS

IB.20 Deadline for Submission, Modification & Withdrawal of Proposals

- 20.1 The Single Stage One Envelope Procedure as per PPRA Rule 36 (a) will be adopted for the bidding process.
- 20.2 Bids must be received by the Employer at the address provided in Bidding Data not later than the time and date stipulated therein.
- 20.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 20.3 Bids received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 20.4 Any bidder may modify or withdraw his Bid after submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of Bids / Proposals.
- 20.5 Withdrawal of a Bid during the interval between the deadline for submission of Bids / Proposals and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.18.5(a).

E. BID OPENING AND EVALUATION

IB.21 Bid Opening, Clarification and Evaluation

- 21.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 21.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the

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attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 21.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.21.7 to 21.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. **For purpose of these Clauses, a substantially responsive bid is one which conforms to Clause: IB.11 and all the terms and conditions of the Bidding Documents without material deviations.** It will include to determine the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

- 21.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 21.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 21.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.21.4 to 21.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 21.8 herein below.
- (a) **Commercial Evaluation**
It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

21.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 21.4 hereof.

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- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

21.9 Evaluation Methods

Pursuant to Sub-Clause 21.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

- (i) **Price Adjustment for Technical Compliance**
The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.
- (ii) **Price Adjustment for Commercial Compliance**
The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.
- (iii) **Price Adjustment for Deviation in Terms of Payments – Refer to Bidding Data**

IB.22 Process to be Confidential

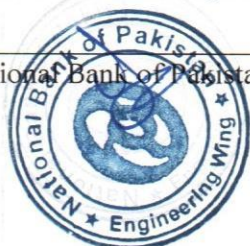
- 22.1 Subject to Sub-Clause IB.21.3 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Financial Proposal Opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 22.2 Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.23. Post Qualification

- 23.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

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23.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.16, as well as such other information required in the Bidding Documents.

IB.24 Award Criteria & Employer's Right

24.1 Subject to Sub-Clause IB.24.2, the Employer will award the Contract to the bidder whose bid has been determined to be Most Advantageous Bid, provided that such bidder has fulfilled the technical provisions and has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.23.

24.2 Notwithstanding Sub-Clause IB.24.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.25 Notification of Award & Signing of Contract Agreement

25.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

25.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

25.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.26 Performance Security

26.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Fourteen (14) days after the receipt of Letter of Acceptance.

26.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.25.2 & 25.3 or 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.27 Integrity Pact

Not Applicable

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BIDDING DATA

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BIDDING DATA

Instructions to Bidders

Clause Reference

- 1.1 **Name of Employer**
NATIONAL BANK OF PAKISTAN

Brief Description of Works

Construction of Fire Rated Wall, providing & fixing of Air Tight Steel Doors for live Data Center, at ITG Block, 4th Floor, NBP Head Office Karachi and providing Decontamination Services during Execution /Construction of Wall to ensure un-interruptible Data Center Operations

- 8.1 (a) **Employer's address:**
WING HEAD, HEAD OFFICE WING, ENGINEERING GROUP, LCMG
NATIONAL BANK OF PAKISTAN, 3RD FLOOR, HEAD OFFICE BUILDING, I.I.CHUNDRIGAR
ROAD, KARACHI
- (b) **Engineer's address:**
NOT APPLICABLE
- 15.1 Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak. Rupees.
- 16.2 The bidder/manufacture has the financial and technical capability necessary to perform the Contract as follows:
- (a) having proven expertise and experience of 05 Year (minimum) in relevant field.
- (b) registered with FBR for Income Tax, Provincial Sales Tax Department for Services and any other Federal/Provincial or Local department which otherwise forbids conduct of tender works.
- (c) never been blacklisted by any organization.
- 17.1 (a) A detailed description of the Works, essential technical and performance characteristics.
- (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid i.e. Scope of works and Specifications. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
- 18.1 **Amount of Bid Security**
Rs. 100,000/- (Rupees One Hundred Thousand Only)
- 19.1 **Period of Bid Validity**
180 days

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19.4 **Number of Copies of the Bid to be Submitted** One original plus Two copies.

19.6 **Employer's Address for the Purpose of Bid Submission**

WING HEAD, HEAD OFFICE WING, ENGINEERING GROUP, LCMG
NATIONAL BANK OF PAKISTAN, 3RD FLOOR, HEAD OFFICE BUILDING, I.I.CHUNDRIGAR ROAD,
KARACHI

20.1 **Deadline for Submission of Bids / Financial Proposals**

11:00 am on 15th Nov' 2022

21.1 **Venue, Time, and Date of Bid Opening**

Venue: Office of the Wing Head, Head Office Wing, Engineering Group, LCMG
3rd Floor, NBP, HO Building, I.I.Chundrigar Road, Karachi

Time: 11:30 am

Date: 15th Oct' 2022

21.4 **Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical provisions and
- (vi) the Bids are generally in order, etc.

21.9 **Price Adjustment:**

- (iii) Price Adjustment for Deviations in Terms of Payment

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

For National Bank of Pakistan



For Contractor

FORM OF BID

For National Bank of Pakistan



For Contractor

(To be submitted on Contractor's/Bidder's Letterhead in accordance to Clause IB.11)

FORM OF BID
(LETTER OF OFFER)

Bid Reference No: _____

Dated: _____

Name of Works: **Construction of Fire Rated Wall, providing & fixing of Air Tight Steel Doors for live Data Center, at ITG Block, 4th Floor, NBP Head Office Karachi and providing Decontamination Services during Execution / Construction of Wall to ensure un-interruptible Data Center Operations**

To:

**Wing Head, Head Office Wing,
Engineering Group, LCMG,
National Bank of Pakistan,
3rd Floor, Head Office Building,
I.I.Chundrigar Road, Karachi**

Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Scope of Works and Specifications, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. The breakup of our Contract Price is given in Schedule 'A' Schedule of Prices.
3. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we have already submitted a Bid Security Payment Order / Bank Guarantee of _____ amounting to Rs. _____ (Rupees _____ Only) in favour of NBP with our Bid.
4. We undertake, if our Bid is accepted to commence the Works, we will deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

For National Bank of Pakistan

For Contractor



5. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, we will submit the Performance Security Bond referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

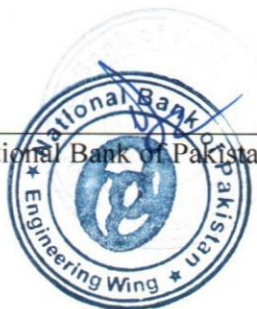
For National Bank of Pakistan



For Contractor

SCHEDULES TO BID

For National Bank of Pakistan



For Contractor

SCHEDULE OF PRICES

1.1 Preamble to schedule of Prices

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings (if any).
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units) and Imperial System (if necessary)

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All related duties, taxes and other levies payable by the Contractor as per GOP rules shall be included in the rates and prices for each BOQ item.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.
The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- 4.5 (a) The Contractor shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.



4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

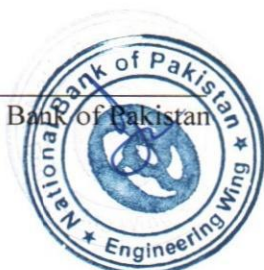
The various elements of Bid Prices shall be quoted and detailed by the Contractor in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

6. Provisional Sums

6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the /Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilise such sums.

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SCHEDULE OF PRICES

1.2 BILL OF QUANTITIES

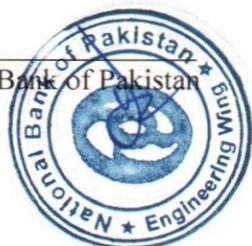
S No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.	Creation of Data Center Wall with Cement Boards as per Sr.No.01 of Schedule B to Bid i.e. Scope of Works and Specifications complete in all respects as per Site Requirement.	01 Job.		
2.	Providing and Fixing of Air Tight Single Leaf Doors as per Sr.No.02 of Schedule B to Bid i.e. Scope of Works and Specifications complete in all respects as per Site Requirement.	01 Job		
3.	Providing Parallel Decontamination Services to be provided for Data Center (02 Rooms) as per Sr.No.03 of Schedule B to Bid i.e. Scope of Works and Specifications complete in all respects as per Site Requirement.	01 Job		
			Total:	

(Each rate and total amount should be inclusive of all applicable GOP duties, taxes, levies etc.)

Bid Amount in Words:

(Rupees. _____)

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SCOPE OF WORKS AND SPECIFICATIONS

S.No.	Description
1.	Creation of Data Center Wall with Fire Rated Material and the removal of existing Glass Wall
a.	Removal of all 4 sides external glass walls for Data Center (DC) with Parallel decontamination service maintaining environmental condition as necessary for up in running live DC environment
b.	Creating new walls for DC using at least 60 minutes fire rated material (Cement Board Sheet) with Parallel Decontamination Services to maintain environmental conditions as necessary for up in running live DC environment. The Vendor should be responsible for the environment inside the DC, which shall need to be continuously maintained at 22 degree ± 2 degree Centigrade during Wall creation of DC . It is advised that the temperature and humidity be controlled at desired levels. The necessary alarms for variation in temperatures shall be monitored .
c.	Material used for creation of wall to be of fire rated Cement boards, as per following specifications:
i)	Cement Board Sheet Water Proof, Heat Proof, Termite Proof, Moisture Proof and non-flammable best quality material sheet size 8'x4' and thickness 12mm best quality
ii)	Gust/Aluminum Frame work for the installation of Cement and Sandwich with Rockwool Insulation Material i.e. Small Coefficient of Heat Conductivity and Good Capability of Heating Preservation, Excellent Fireproofing Capability. Excellent Sound Absorption and Sound Insulation Capability.
iii)	Providing & Applying Water Matt Paint for all Walls of DC with two coats of water-based Jotun's Fenomastic Matt Emulsion paint of approved color including scraping, dusting, leveling, filling cracks, finishing etc. Complete in all respects and entire satisfaction of Project Engineer
d.	Concealing DC by extending all walls up to the Ceiling using Fire Rates material.
e.	Installation of Metal Frames to support the installation of Cement Boards.
f.	Creating a Sandwich between the walls for better insulation.
g.	Installing Air Seals to permanently stop air movement inside the DC using fire Rated Material/Silicon/Polyurethane Spray
h.	Removal of existing Glass Door and its associated accessories for DC Creating and new Fire Exist Door from the DC to exit in case of emergency as per DC Standard.
i.	Installation of door fitting graders to support installation of Heavy Metal Door for DC main entrance and Fire Exit Door.

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SCOPE OF WORKS AND SPECIFICATIONS

S.No.	Description
2.	Supply of Gas Air Tight Single Leaf Data Center Standard Steel Door with all accessories complete in all respect. Fire Resistant MS Doors (02 Nos.): Sizes 84" x 42" and 84" x 48" respectively (Required clear space to move Hardware in DC) with Heavy duty, Fire resistant, Single Panel Door Frame made of approx. 2" thick MS Sheet (hinged to open outward), Door Skin Sheet made of 1.5mm bracket, fitted with lock and keys for Data Center entrance and push panic bar for fire exit door without lock and key, to prevent against fire up to 60 minutes (minimum). Door Frame should be Powder coated, final in spray paint in approved shade.
3.	Parallel Decontamination Services for Data Center (02 Rooms): Stage by Stage execution of work for un-interruption of live Data Center, Cordon off the service area to execute the removal of existing Glas walls and doors and installation of new fire rated material wall and door accordingly. Must perform Pre and Post Decontamination activity and As and When Required Decontamination activity and Resource(s) should be available on 24/7 basis at site.
a.	Parallel Decontamination Activity to be performed with installation of Air Purifiers with HIPA Filters during the whole process of dismantling of existing Glass Wall & doors and Construction of new fire rated wall & installation of new Air Tight doors in the DC.
b.	Services Overview: Technician should perform these services separately, or in combinations, that are designed to keep DC running at peak performance. The services to be provided are detailed as under:
i)	Rack De-contamination
ii)	Roof top ceiling De-contamination
iii)	Access Floor De-contamination
iv)	Under-floor plenum cleaning
v)	Room surface De-Contamination
vi)	Exterior Hardware cleaning
Note:	Use raven techniques to remove dirt, dust, and other contaminates from controlled environment, including visible and non-visible dirt particles/contaminates etc.

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METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 "Specifications" means the document as listed in the Contract Data, including Employer's requirements in respect of Works to be carried out by the Contractor (if any), and any Variation to such document.

Persons

1.1.4 "Employer" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for delivery of equipment / completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Contract Price" means the agreed amount stated in the Work Order/Letter to Commence Work or Letter of Acceptance as payable to the Contractor for the design, execution and completion of the works whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

1.1.12 "Country" means the Islamic Republic of Pakistan.

1.1.13 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

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For Contractor

- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Testing, Commissioning etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

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For Contractor

- 2.2 **Permits etc.**
The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.
- 2.3 **Engineer's/Employer's Instructions**
The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.
- 2.4 **Approvals**
No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.
3. **EMPLOYER'S REPRESENTATIVES**
- 3.1 **Authorised Person**
The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Employer's Representative**
The name and address of Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.
4. **THE CONTRACTOR**
- 4.1 **General Obligations**
The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 **Contractor's Representative**
The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.
- 4.3 **Subcontracting**
The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.



4.4

Performance Security

The Contractor shall furnish to the Employer within seven (07) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Guarantee or Guarantee from an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5.

DESIGN BY CONTRACTOR

----- NOT APPLICABLE -----

6.

EMPLOYER'S RISKS

6.1

The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7.

TIME FOR COMPLETION

7.1

Execution of the Works

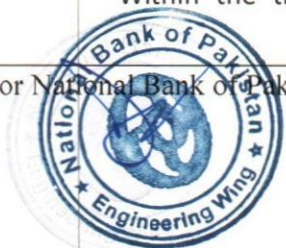
The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works AFTER DELIVERY OF UNITS, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2

Programme

Within the time stated in the Contract Data, the Contractor shall submit to the

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For Contractor

Employer a programme for the Works (Method of Performing Works as per Schedule – C to Bid) in the form stated in the Contract Data.

7.3

Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer/Engineer for the same; and the Employer shall extend the Time for Completion as determined.

7.4

Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8.

TAKING-OVER

8.1

Completion

The Contractor may notify the Employer when he considers that the Works are complete.

8.2

Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9.

REMEDYING DEFECTS

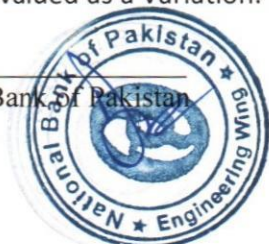
9.1

Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

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For Contractor

9.2 **Uncovering and Testing**

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the



value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 Contract Price

- (a) The Contract Price shall be accompanied by detailed price breakdowns of items, indicating quantities, unit rates and other pricing information in Schedule of Prices. Prices shall be entered keeping in view the Instructions to Bidders, and Employer's Requirements. These informations would be required for the assessment of schedule of payment as stated in the Sub-Clause 11.4 hereinafter.
- (b) The payment of the Lump Sum Contract Price shall be made as per the milestone achieved by the Contractor. The schedule of payment for the Lump Sum Contract Price shall be as stated in Sub-Clause 11.4 hereinafter.

11.2 Advance Payment

No Advance Payment would be made and Contractor will have to manage start of works through his own resources.

11.3 Interim / Final Payments

Within a period not exceeding seven (14) days from the date of submission of a statement for interim / Final payment by the Contractor on achievement of any milestone as per Sub Clause 11.4, the Employer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified less retention money at the rate stated in the Contract Data.

11.4 Schedule of Payments

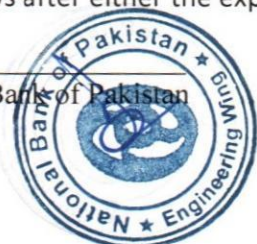
The Contract price shall be paid as per the milestones given in the following Schedule of Payment:

No.	MILESTONE	PAYMENT
1.	Upon successful completion of all the BOQ items, duly verified by the ITG's Representative of NBP.	95% of the quoted Item amount.
3.	180 days from issue of satisfactory Works Completion Certificate, provided system performance remained satisfactory thereafter.	05% With held payment as deducted above.

11.5 Retention

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying

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of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.6 **Currency**
Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,

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For Contractor

- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

----- NOT APPLICABLE -----

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15. RESOLUTION OF DISPUTES

15.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Employer/Contractor, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Employer / Contractor shall give notice of his decision to the other party

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16. CONTRACTOR MANAGED SERVICES:

16.1 The Contractor will provide Decontamination Services as per Scope of Works and Specifications to keep Data center Operations un-interrupted during the Construction of Wall and fixing of Doors.

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CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

- 1.1.4 **The Employer** means
National Bank of Pakistan
- 1.1.5 **The Contractor** means
Most Advantageous Bidder to whom Contract is awarded.
- 1.1.7 **Commencement Date** means the date of issue of Employerr's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Delivery / Completion of works** Forty Five (45) days
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) Work Order / letter to Commence Work
 - (d) The completed Form of Bid
 - (e) Contract Data
 - (f) Conditions of Contract
 - (g) The completed Schedules to Bid including Schedule of Prices
 - (h) Scope of works and Specifications
 - (i) Drawings (if any)

(The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorised person :** Mr. Arshad Ali – AVP/Project Manager
- 3.2 **Name and address of Employer's representative:**
Mr. Arshad Ali – AVP / Project Manager
Head Office Wing, Engineering Group, LCMG
NBP, 3rd Floor, Head Office Building, I.I.Chundrigar Road, Karachi
- 4.4 **Performance Security:**
Amount: 10% of Contract Price
Validity: 180 days from the Date of Letter of Acceptance
(Form: As provided under Standard Forms of these Documents)

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7.2 **Programme:**

Time for submission: Within Seven (07) days of the Commencement Date.

Form of programme: (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.25 % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**

180 Days

10.2 (e) **Variation procedure:**

Daywork rates _____

N/A (details)

11.1 (a) **Schedule of Payments**

As given above at 11.4

11.3 **Percentage of Retention:** Five (5%)

11.5 **Retention Money Payment:** After completion of period for remedying defects.

11.6 **Currency of payment:** Pak. Rupees

15.3 **Arbitration**

Place of Arbitration: NBP Head Office, Karachi

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For Contractor

STANDARD FORMS

For National Bank of Pakistan



For Contractor

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered _____ and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

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For Contractor

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

For National Bank of Pakistan



For Contractor

FORM OF PERFORMANCE SECURITY
(Bank Guarantee or Insurance Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
_____ (Name of Contract) for the _____
_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

For National Bank of Pakistan



For Contractor

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 200 ____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Work Order/Letter to Commence Work No: _____
 - (b) The Letter of Acceptance by the Contractor
 - (c) The completed Form of Bid alongwith Schedules to Bid;
 - (d) Conditions of Contract & Contract Data;
 - (e) The priced Schedule of Prices;
 - (f) The Performance Security Guarantee
 - (g) Scope of Work and Specifications
 - (h) Drawings (if any)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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For Contractor

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

For National Bank of Pakistan



For Contractor