



NATIONAL BANK OF PAKISTAN

**SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR
NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD,
CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD &
NBP SPORTS COMPLEX; CLIFTON, KARACHI**

BIDDING AND CONTRACT DOCUMENTS

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

**INVITATION FOR BIDS
INSTRUCTION TO BIDDERS
BID DATA SHEET
STANDARD FORMS OF BID
SCHEDULE OF PRICES
GENERAL CONDITIONS OF CONTRACT
CONTRACT DATA
FORMS OF CONTRACT**

JANUARY 2024

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SECTION-I

INVITATION FOR BIDS



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

NATIONAL BANK OF PAKISTAN

INVITATION FOR BIDS

National Bank of Pakistan, a leading commercial bank of the country invites sealed bids from the experienced Water Suppliers/Contractors for **SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI** complying the following Eligibility Criteria:

- 1) The Contractor / Supplier should be registered with FBR for Sales tax and should have an active status on FBR Active Taxpayer List.
- 2) The Contractor / Supplier should be approved / registered with KW&SB.
- 3) The Contractor / Supplier should be in related business for at least five (05) Years.
- 4) The Contractor / supplier should have performed at least two (02) similar contracts (minimum tenure: 12 Months) during the last five (05) years.
- 5) Average Annual Revenue of the Contractor / Supplier should be more than **Rs.40 Million** during the last three (03) latest years. Proof to be provided in a shape of audited Financial Statements or FBR Tax Return Statements.
- 6) The Contractor / Supplier must submit an Affidavit on non-judicial stamp paper of worth **Rs.100/-**; that the Contractor has not been blacklisted or declared ineligible or debarred in past by any Organization / Department for unsatisfactory performance, corrupt, fraudulent or any other unethical business practice. Moreover details of litigations (if any) shall also be mentioned in the said Affidavit.

Bidding documents; containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, etc. have been made available at the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi** during Office Hours up to **01st January, 2024** 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. 2000/- (Rupees Two Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan; and submission of necessary related documents fulfilling the Eligibility Criteria as stated above. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/TENDER> free of cost.

All the interested bidders having downloaded the bidding documents, who wish to participate in the bidding, shall also submit necessary related documents fulfilling the Eligibility Criteria as stated above; in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before **02nd January, 2024**. In case of noncompliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

The bids along with Bid Security and prepared in accordance with the instructions contained in the respective bidding documents, must reach to the **Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi**, on or before **11:00 am, 03rd January, 2024**. 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 PPRA website at <https://www.ppra.org.pk> as well as on the National Bank of Pakistan website <https://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**



SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

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



A - INTRODUCTION

ITB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid Data Sheet (BDS), hereinafter referred to as “**the Employer**” invites Bids for the Supply of Potable Sweet Water through tankers as per Appendix A to Bid i.e. Scope of the bid and Specifications.
- 1.2 Bidders must quote for the complete Scope of the bid. Any Bid not covering complete Scope of the bid will be declared as “**Non-Responsive**” and will be “**Rejected**” readily.
- 1.3 In pursuant to Sub Clause ITB.1.1, the successful bidder i.e. the “**Most Advantageous Bidder**”; to be declared in accordance to Clause ITB.35 will be expected to supply the water as specified in the BDS.

ITB.2 Sources of Funds

- 2.1 The Employer has arranged funds from its own resources.

ITB.3 Eligible Bidders

- 3.1 The Invitation for Bids is open to all prospective bidders, subject to any provisions of registration, incorporation or licensing by the respective national or provincial incorporating agency or statutory body established for that particular trade or business, having fulfilled the tax requirements and Eligibility Criteria as mentioned in the Invitation for Bids.
- 3.2 A Bidder may be a Sole Proprietor or Single Member Company, or Partnership Firm or Company or Corporate or Public or Semi-Public agency of Pakistan; having legal entity in Pakistan to perform the Work. Joint Ventures or Consortium shall not be permitted to submit the bid.
- 3.3 A Bidder may be ineligible if he fails to furnish necessary documentary evidence in pursuant to Invitation for Bids.
- 3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) have a close family or business relationship with any Employer’s Employee who is involved in the preparation of the bidding documents, specifications, bid evaluation or Contract management.
 - b) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the provision of the Services to be purchased/arranged under this Invitation for Bids.
 - c) have controlling shareholders in common; or
 - d) receive or have received any direct or indirect subsidy from any of them; or
 - e) have the same legal representative for purposes of this Bid; or
 - f) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
 - g) Submit more than one Bid in this Bidding process.

ITB.4 One Bid per Bidder

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

ITB.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.



ITB.6 Authorized Representative

- 6.1 It will be the responsibility of the bidder (“Principal” as specified in the BDS); to act by himself or may authorize any other person(s) of its company to act as the Authorized Representative of the Bidder to sign the bid (i.e. Signatory of the bid). However; in such case; necessary Authorization Letter, in pursuant to Sub Clause ITB 14.2 (a) for the Authorized Representative to sign the bid shall be issued by the bidder/Principal; containing all necessary information/credentials as given in the format-Form B1 of Section V and be attached with the bidding documents.
- 6.2 If the Authorized Representative of the bidder i.e. the Signatory of the bid is the “Principal” as specified in the BDS; then there is no need of any Authorization Letter in pursuant to Sub Clause ITB 6.1. However; in either case; related documentary proof of the Principal; establishing his legal rights/authority to act for and on behalf of the bidder; or to issue such Authorization Letter on behalf of the bidder; shall be submitted by the bidder. Moreover; if NBP is not satisfied with the documentary proof (if any) provided by the bidder; NBP may ask for substantial documentary proof; subsequent to bid opening; during the preliminary examination and evaluation of the bids.

ITB.7 Site Visit

- 7.1 The bidders are advised to visit and examine the site of work and its surroundings and obtain for themselves on their own responsibility all information necessary for preparing the bid and entering into a contract for execution of the Supply of water. All cost in this respect shall be at the bidder’s own expense.
- 7.2 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.

ITB.8 Sub-Contracting

- 8.1 The bidder shall not subcontract the whole of the Works. The bidder shall not subcontract any part of the Works without the consent of the Employer.

ITB.9 Bid Opening Procedure

- 9.1 Bids will be opened in pursuant to Rule 36 (a) of PPR-2004.



B - BIDDING DOCUMENTS

ITB.10 Contents of Bidding Documents

- 10.1 In pursuant to Rule 23 (2) of PPR 2004, the Bidding Documents are those as stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB.12.2.
- a) Invitation for Bids.
 - b) Instructions to Bidders (ITB)
 - c) Bid Data Sheet (BDS)
 - d) General Conditions of Contract (GCC)
 - e) Contract Data
 - f) Bid Security or Form of Bid Security (Applicable if Bid Security is submitted in a form of Bank Guarantee)
 - g) Authorization Letter for the Signatory of the Bid
 - h) Form of Bid
 - i) Schedule of Prices / Bill of Quantities (BOQ)
 - j) Scope of the bid and Specifications
 - k) Performance Security
 - l) Contract Agreement
 - m) Integrity Pact (if Contract value/cost is more than Rs.10.0 M)
- 10.2 The number of copies to be completed and returned with the Bid is specified in the BDS.
- 10.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer or the signed PDF version of complete bidding documents downloaded from the Employer's Website.
- 10.4 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or to submit 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.

ITB.11 Clarification of Bidding Documents & Pre-Bid Meeting

- 11.1 Any prospective bidder requiring any clarification(s) may notify the Employer in writing at the given address and by one of the means as indicated in the BDS. The Employer within number of working days as specified in the BDS after receiving the request for clarifications will respond in writing or in electronic form to any request for clarifications, provided that such notifications/requests is received not later than number of days as specified in the BDS prior to the deadline for the submission date of Bids as prescribed in Sub Clause ITB.26.1.
- 11.2 Copies of the Employer's response will be forwarded to all identified prospective bidders, through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the Employer's Website, the response of all such queries will also be available on the same link available at the Employer's website.
- 11.3 If a Pre Bid Meeting is proposed for the prospective bidders, then the place, date and time will be mentioned in the Notice for Invitation for bids. The Bidder's designated representatives are invited at the Bidder's cost to attend. The purpose of the meeting will be to clarify issues and answer questions on the bid's requirements or any other aspects of the bidding documents. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 11.4 In pursuant to Sub Clause ITB.11.3; if a pre bid is held; the prospective bidders are encouraged to send their clarifications to the given address and by one of the means as indicated in the BDS; subject to Sub Clause ITB.11.1; not later than number of days; as mentioned in the BDS prior to the date of such pre bid meeting; so as to allow the Employer sufficient time to address the queries of the prospective bidders



- properly and effectively during the meeting; if possible.
- 11.5 Minutes of the pre-Bid meeting, if held in pursuant to Sub Clause ITB.11.3, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all the identified Bidders.
- 11.6 Any modifications to the Bidding Documents listed in Sub Clause ITB.10.1, which may become necessary as a result of the Clarifications or Pre-Bid Meeting, shall be made by the Employer exclusively through the use of an Addendum following the procedure under Clause ITB.12.
- 11.7 Under the provision of Rule 48 of PPR 2004, if a Bidder feels that any provision in the documents is contrary to the provisions of procurement regulatory framework, such issue should be raised as soon as possible. Any party may file its written complaint against the eligibility parameters, evaluation criteria, or any other terms and conditions prescribed in the Bidding Documents, if found contrary to the provisions of the procurement regulatory framework, the same shall be addressed by the Grievance Redressal Committee (GRC) well before the Bid submission deadline. The detail of GRC is given on the PPRA Website: <http://ppra.org.pk>.

ITB.12 Amendment of Bidding Documents

- 12.1 Before 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 or resulted due to discussions made during the pre-Bid meeting, modify the Bidding Documents by issuing addendum. Such amendments shall take precedence over the existing bidding documents.
- 12.2 Any addendum thus issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to Sub Clause ITB.12.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Employer. The Employer shall promptly publish the Addendum at its Website: <http://www.nbp.com.pk>.
Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
- 12.3 The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid.
- 12.4 To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for the submission of Bids, consistent with the provisions under Rule 27 of PPR-2004.
Provided that the Employer shall extend the deadline for submission of Bid, if such an addendum is issued within last number of days (as specified in the BDS) prior to the Bid submission deadline.



C – PREPARATION OF BIDS

ITB.13 Language of Bid

13.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

ITB.14 Documents and sample(s) constituting/comprising the Bid

- 14.1 The Bid prepared by the Bidder shall constitute the components to be submitted in a sealed Single Envelope as given hereunder in Sub Clause ITB.14.2.
- 14.2 Sealed Envelope marked as “Original” should contain the Original documents and other Sealed Envelope marked as “Copy” should contain the copies of Original documents; both comprising of the following:
- An Authorization Letter duly signed by the Principal in pursuant to Sub Clause ITB.6.1; authorizing the Signatory of the Bid to sign the bidding documents and Form of Bid; for and on behalf of the Bidder, as per format given in Form B1: Authorization Letter of Section IV.
 - Form of Bid as per format given in Form B1; in pursuant to Clause ITB.18;
 - Bid Security or Bank Guarantee in pursuant to Clause ITB.22;
 - Completed Schedule of Prices / Bill of Quantities (BOQ) in pursuant to Clause ITB.19
 - The completed Bidding Documents in pursuant to Clause ITB.24.
 - Any other document/information; bidder feels necessary to the works conformity to the bidding documents.

ITB.15 Sufficiency of Bid

- 15.1 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.
- 15.2 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.

ITB.16 Documents Establishing Bidder’s Eligibility and Qualifications

16.1 It is established that Bidder’s Eligibility and Qualification as stipulated in Invitation For Bids has already been verified before submission of the bids and only eligible bidders are allowed to submit their bids in due time.

ITB.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 may furnish such documentation; if he desires so.
- 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 bidding documents are intended to be descriptive only and not restrictive.

ITB.18 Form of Bid

- 18.1 The Bidder shall fill the Form of Bid; furnished in the Bidding Documents. The Bid Form must be completed without any alterations to their formats and no substitute shall be accepted.
- 18.2 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration



is made in the Form of Bid or any other part of Bidding Documents, or if these instructions are not fully complied with, the bid may be rejected.

- 18.3 The Form of Bid should be filled, signed and stamped by the authorized Signatory of the bid pursuant to Clause ITB.6; otherwise the bid will be rejected pursuant to Sub Clause ITB.32.4.

ITB.19 Bid Prices

- 19.1 The Bid Prices quoted by the Bidder in the Form of Bid and in the priced Schedule of Prices (BOQ) shall confirm to the requirements specified below in Sub-clauses of ITB.19 or exclusively mentioned hereinafter in the bidding documents.
- 19.2 The Bidder shall quote rates and prices for all items specified in the Scope of Works, and as listed in the Schedule of Prices (BOQ). Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when the contract is executed and shall be construed to be included in the prices of other items of the respective Section.
- 19.3 All liable duties, taxes, charges imposed by Federal/Provincial or Local authorities (to be deducted at the Source before payment by the Employer to the Bidder or to be paid by the Bidder itself) or liabilities including overheads, transportation charges etc. and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder.
- 19.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to any variation on any account. A Bid submitted with an adjustable price will be treated as Non-Responsive and shall be rejected, pursuant to Sub Clause ITB.32.3.
- 19.5 The exemption in Taxes will only be allowed against an Exemption Certificate issued by the respective Federal / Provincial Department.

ITB.20 Currencies of Bid and Payments

- 20.1 The price shall be quoted by the Bidder in Pak Rupees and the payments to be made by the Employer would be in Pak Rupees as well.

ITB.21 Bid Validity Period

- 21.1 Bids shall remain valid for the period specified in the BDS. A Bid valid for a shorter period shall be rejected by the Employer as Non-Responsive, pursuant to Sub Clause ITB.32.3.
- 21.2 Under exceptional circumstances, prior to the expiration of the original Bid Validity period, the Employer may request the bidders consent to an extension of the period of validity of their bids (for not more than the period equal to the period of the Original Bid validity) only once. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication.
- 21.3 Bidders agreeing for the extension of their bid validity period shall not be permitted to modify their Bids or change the substance of their bids; but will be required to extend the validity of their Bid Security for the bid validity extension period and in compliance with Clause ITB.22 in all respects.
- 21.4 Bidders do not agree to an extension of their bid validity period shall be allowed to withdraw their bids without forfeiture of their Bid Security.

ITB.22 Bid Security

- 22.1 The Bidder shall furnish as part of its Bid, a Bid Security in favor of the Employer; the amount and currency as specified in the BDS in any of the following forms:
- a) A Payment Order/Demand Draft/CDR
 - b) An unconditional Bank Guarantee issued by a Scheduled bank in the form provided in the Section IV (Standard Forms of Bid) or any other amended format duly approved by the Employer prior to the Bid submission; valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended in pursuant to Sub Clause ITB.21.3. In either case,



- the form must include the complete name of the Bidder;
- 22.2 The Bid Security shall be payable promptly upon written demand by the employer in case any of the conditions listed in Sub Clause ITB 22.6 are invoked.
- 22.3 Any Bid not accompanied by a Bid Security in accordance with Sub Clause ITB.22.1; shall be rejected by the Employer as non-responsive, pursuant to Clause ITB 32.
- 22.4 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed pursuant to Clause ITB.21. The Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
- a) the expiry of the Bid Security;
 - b) the entry into force of a procurement contract and the provision of a performance security, for the performance of the contract if such a performance security, is required in the Bidding documents;
 - c) the rejection by the Employer of all Bids;
 - d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
- 22.5 The most advantageous Bidder's Bid Security will be discharged after confirmation of the genuineness of the performance security submitted by the bidder (if required) in pursuant to Clause ITB.42 OR otherwise after signing of the contract by the bidder pursuant to Clause ITB.44
- 22.6 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 ITB33.2 hereof;
 - c) In the case of a most advantageous bidder, if he fails to:
 - i) Furnish the required Performance Security in accordance with Clause ITB.42.1, or
 - ii) Sign the Agreement, in accordance with Clause ITB.44
- 22.7 In any event as specified in Sub Clause ITB.22.6, the Employer at his sole discretion may award works to second most advantageous bid.

ITB.23 Alternative Bids by the Bidder

- 23.1 Alternative bids are not allowed and will not be considered.

ITB.24 Format and Signing of Bid

- 24.1 The Bidder shall prepare one original and number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original bid shall prevail.
- 24.2 The original bid shall be typed or written in indelible ink; wherever required and shall be signed and stamped by a person or persons duly authorized to sign on behalf of the Bidder in pursuant to Clause ITB.6; otherwise the bid shall be rejected pursuant to Sub Clause ITB.32.3.
- 24.3 The Signatory of the bid in pursuant to Clause ITB.6 signing the bid shall initial/sign and stamped all pages of the bid (which are not required to be filled-in by the bidder), except for the un-amended printed literature.
- 24.4 All Forms and Schedules to Bid are to be properly completed, signed and stamped by the Signatory of the bid in pursuant to Clause ITB.6.
- 24.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the bid.



D – SUBMISSION OF BIDS

ITB.25 Sealing and Marking of Bids

- 25.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope, securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 25.2 The inner and outer envelopes shall:
- i) be addressed to the Employer at the address specified in the Invitation for Bids; and
 - ii) bear the identification number (i.e. Reference No. of Invitation for Bids posted on NBP or PPRA Websites) and the title of the subject procurement or Project/Contract name, as the case may be as indicated in the BDS and a Warning Statement i.e. “DO NOT OPEN BEFORE (time and the date of the Bid Submission Deadline)” specified in the BDS, pursuant to ITB 29.1.
- 25.3 In addition to the identifications required in pursuant to Sub Clauses ITB.25.2, the inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, under Clause ITB.27.

ITB.26 Deadline for Submission of Bids

- 26.1 Bids shall be received (by hand or through courier/postal service) by the Employer at the address specified in the Invitation for Bids or in BDS, no later than the bid submission deadline specified in the Invitation for Bids or in BDS.
- 26.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause ITB.12, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

ITB.27 Late Bids

- 27.1 The Employer shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB.26.1.
- 27.2 Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

ITB.28 Withdrawal, Substitution and Modification of Bids

- 28.1 Before bid submission deadline as prescribed in Sub Clause ITB.26.1, any bidder may withdraw, substitute, or modify its original Bid after sending its request through a written notice, duly signed by an authorized representative for and on behalf of the bidder.
- 28.2 In case of Bidder’s request to substitute or modify, Revised Bid should be submitted in pursuant with Sub Clause ITB.28.1 and must accompany the respective written notice.
- 28.3 Original Bids requested to be withdrawn in accordance with ITB.28.1 shall be returned unopened to the Bidders in pursuant to Sub Clause ITB.29.3.
- 28.4 The withdrawn, substituted or modified Original Bids will only be handed over to the authorized representatives of the bidders in pursuant to Clause ITB.28.
- 28.5 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval will result in the Bidder’s forfeiture of its bid security, pursuant to Sub Clause ITB.22.6 (a).



E – BID OPENING AND EVALUATION

ITB.29 Opening of Bids

- 29.1 The Employer will open all Bids, in public, in the presence of Bidders’ or their representatives who choose to attend, and concerned Employer Officials / Tender Opening Committee at the place, on the date and at the time, specified in the Invitation for Bids or in the BDS.
- 29.2 The Bidders’ representatives present shall sign an attendance sheet as proof of their attendance.
- 29.3 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal in pursuant to Clause ITB.28 and is read out at bid opening.
- 29.4 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution in pursuant to Clause ITB.28 and is read out and recorded at bid opening.
- 29.5 Next, outer envelopes marked “MODIFICATION” shall be opened. No Bid/Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification in pursuant to Clause ITB.28 and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 29.6 Other envelopes holding the Bids shall be opened one at a time, the Employer will open the Bid in public at the address, date and time specified in the Invitation for Bids or in the BDS in the presence of Bidder’s designated representatives who choose to attend and concerned Employer Officials / Tender Opening Committee. The Financial Proposals will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 29.7 The envelopes shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence or absence of a Bid Security, if required; and (d) Any discount or other details as the Employer may consider appropriate.
- 29.8 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.
- 29.9 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder’s representative shall indemnify the Employer against any claim or failure to read out the correct information contained in the Bidder’s Bid.
- 29.10 No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to Clause ITB.27.
- 29.11 The Employer shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 29.12 The Bidders’ representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder’s signature on the record shall not invalidate the contents and affect the record.
- 29.13 A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

ITB.30 Confidentiality

- 30.1 In pursuant to Rule 41 of PPR-2004, the Employer shall keep all information regarding the technical or final evaluation i.e. examination, clarification, evaluation and comparison of Bids and recommendation



of contract award; confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the time of the announcement of the respective evaluation reports in accordance with the requirements of PPR- Rule 35.

- 30.2 The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without the Employer's prior written consent.
- 30.3 In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or Service Provider, the Employer may reject its bid and/or terminate the contract.
- 30.4 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of its Bid.
- 30.5 Notwithstanding, Clause ITB 30.4 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

ITB.31 Clarification of Bids

- 31.1 To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
- 31.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of clarifications being sought with reference to the Eligibility or Evaluation Criteria, the Employer will be the sole judge to ask any bidder to clarify any of its response and documents submitted against the said Criteria, provided that such response from the bidder containing clarification(s) or amended response(s) from the bidder should reflect its factual position at the date of submission of its bid to the Employer. No change in the substance of the Bid in pursuant with ITB.31.3 shall be sought, offered, or permitted; only the correction of arithmetic errors discovered by the Employer in the evaluation of Financial Bids should be sought in accordance with Clause ITB.33.
- 31.3 The alteration or modification in the Bid which in any affect the following parameters will be considered as a change in the substance of a bid:
- a) evaluation & qualification criteria;
 - b) required scope of work or specifications;
 - c) all securities requirements;
 - d) tax requirements;
 - e) terms and conditions of bidding documents.
 - f) change in the ranking of the bidder (provided Evaluation is based on certain ranking criteria)
- 31.4 Notwithstanding Clause ITB.30.4, from the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Employer on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

ITB.32 Preliminary Examination & Determination of Responsiveness of the Bids

- 32.1 Prior to the detailed evaluation of Bids, the Employer will determine whether the Bid:
- a) *is quoted for complete scope of Works and does not deviate from the scope in pursuant with Clause ITB.1.2 and description of works stipulated in "Schedule of Prices" under Section V;*
 - b) *meets the eligibility criteria defined in Clause ITB.3;*
 - c) *is accompanied with a valid Bid Security in pursuant with Clause ITB.22;*
 - d) *is submitted for specified Bid validity period in pursuant with Clause ITB.21;*
 - e) *is submitted with Bid prices firm during the currency of the Contract;*
 - f) *is complete with all the desired forms / documents and has been prepared as per the format and*



- contents defined by the Employer in the Bidding Documents in pursuant with Clause ITB.14;*
- g) is properly signed in pursuant with Clauses ITB.18 and 24.;*
- h) is substantially responsive to the requirements of the Bidding Documents in pursuant to ITB.32.2. Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.*
- 32.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -
- a) affects in any substantial way the scope, quality, or performance of the Supply;*
- b) limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidders obligations under the Contract; or*
- c) if rectified, would affect unfairly the competitive position of the other Bidders, presenting substantially responsive bids.*
- 32.3 Failure to comply with the ITB.32.1 will result in the rejection of the Bid, being incomplete and non-responsive.
- 32.4 Bids submitted without a signed Bid Form by the authorized Signatory of the bid will be rejected.
- 32.5 The Employer may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder (provided Evaluation is based on certain ranking criteria).
- Explanation:** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Employer. Examples of minor informalities or irregularities include failure of a bidder to –*
- a) Submit the number of copies of signed bids required in the bidding documents;*
- b) Furnish required information concerning the number of its employees;*
- c) Attach proof of some important elements (eg., a quality standard), while it is stated in its bid that, they are in the possession of such elements;*
- e) When a bidder does not include some specific self-contained piece of information that makes them miss a mandatory requirement, which could be easily obtained or was existing prior to its bid's submission; such as a missing CV of its Staff or reference of a Client etc*
- f) The firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
- 32.5 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be evaluated for complete responsiveness.

ITB.33 Correction of Errors

- 33.1 Financial Bids of the Bidders; as determined to be substantially responsive will be checked by the Bank for any arithmetic errors. Arithmetical errors will be rectified by the Bank on the following basis:
- a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;*
- b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and*



- c) *Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.*
 - d) *Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.*
- 33.2 The amount stated in the Bid will be adjusted by the Bank as per 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, in accordance with Sub Clause ITB.22.6.

ITB.34 Evaluation and Comparison of Bids

- 34.1 The Employer will evaluate and compare only the bids determined to be substantially responsive pursuant to Clause ITB.31.
- 34.3 The Bid Price will be compared on the basis of the Evaluated Bid Price and during evaluation of the bid's price, the 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:
- a) *Making any corrections for the arithmetic errors pursuant to Clause ITB.32.*
 - b) *Discount, if any offered by the bidders as also read out and recorded at the time of bid opening.*
- 34.4 The estimated effect of the price adjustment provisions of the Conditions of Contract (if any), applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 No other evaluation criteria or methodologies shall be permitted.

ITB.35 Determination of Most Advantageous Bid

- 35.1 The financial bid with the lowest evaluated price from amongst those, whose bidders are eligible and qualified, bids are compliant to applicable laws and other terms and conditions of the bidding documents shall be the "Most Advantageous Bid" and respective Bidder shall be the "Most Advantageous Bidder".
- 35.2 Provided further that the Bidder is determined to perform the contract satisfactorily.

ITB.36 Post-Qualification of Abnormally Low Financial Proposal

- 36.1 Where the Bid price is considered to be abnormally low, the Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:
- a) the Employer may reject a Bid if the Employer has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the bid) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract
 - b) Before rejecting an abnormally low Bid the Employer shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
 - c) The decision of the Employer to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
 - d) The Employer shall not incur any liability solely by rejecting abnormally low Bid; and
 - e) An abnormally low Bid means, in the light of the Employer's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.
- 36.2 In order to identify the Abnormally Low Bid (ALB); the Employer may consider following approaches to minimize the scope of subjectivity:
- a) Comparing the bid price with the cost estimate;



- b) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
 - c) Comparing the bid price with prices paid in similar contracts in the recent past by the Employer or any other Federal or Provincial Department / Organization / Agency.
- 36.3 The Employer will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with Clause ITB.16.
- 36.4 The determination will take into account the Bidder's experience in the field. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16, as well as such other information as the Employer deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
- 36.5 The Employer may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.
- 36.6 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Employer will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

ITB.37 Posting of Bid Evaluation Report

- 37.1 The Financial / Final Evaluation Report would be posted on the websites of the Employer and PPRA for at least fifteen (15) days, prior to award of Contract to the Most Advantageous Bidder.



F – AWARD OF CONTRACT

ITB.38 Criteria of Award

38.1 Subject to Clause ITB.37, the Employer will award the Contract to the Bidder, whose bid has determined to be the Most Advantageous Bid in pursuant to Clause ITB.35.

ITB.39 The Employer’s Right to Reject All Bids

39.1 Notwithstanding Clause ITB.38, the Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to the acceptance of a bid or proposal under Rule-33 (1) of PPR-2004. The Employer shall upon request communicate to any of the affected bidders who submitted a bid or proposal, the grounds for rejection of all bids or proposals, but is not required to justify those grounds.

39.2 The Employer shall incur no liability, solely by virtue of invoking Rule-33 (1) of PPR-2004, towards the affected bidders who have submitted bids or proposals.

39.3 Notice of the rejection of all bids or proposals shall be given promptly to all affected bidders, who have submitted bids or proposals.

ITB.40 The Employer’s Right to Vary Quantities at the Time of Award

40.1 The Employer reserves the right at the time of contract award to increase or decrease the quantity of Items originally specified in the Schedule of Prices or Scope of the bid of the bidding documents provided this does not exceed by the percentage indicated in BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents and should be in line with the provisions of PPR-2004.

ITB.41 Notification of Award (Letter of Acceptance)

41.1 Subsequent to posting of Final Evaluation Report in pursuant with Clause ITB.36, and where no complaint or grievance in written is received by the Employer within the specified period as per Rule-48 of PPR-2004, the bidder whose bid has been accepted i.e. the Most Advantageous Bidder will be notified of the award of the Employer prior to the expiration of the original/extended Bid validity Period in writing or electronic forms that provide record of the content of communication.

41.2 Such notification of Award will be made in a form of “Letter of Acceptance”.

41.3 It would be the obligation of the Most Advantageous Bidder; whose bid has been accepted; to acknowledge the receipt of the “Letter of Acceptance”; duly signed and stamped by the bidder or its authorized representative within number of days as specified in the BDS.

41.4 The notification of award i.e. “Letter of Acceptance” will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (if applicable) in accordance with Clause ITB.42 and signing of the Contract in accordance with Clause ITB.44.

41.5 Upon furnishing of the Performance Security Guarantee (if applicable and required) pursuant to Clause ITB 42 or otherwise entering into the Contract with the Most Advantageous Bidder, the Employer will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to Sub Clause ITB.22.4.

ITB.42 Performance Security

42.1 After the receipt of the Letter of Acceptance, if Performance Security is required to be submitted as specified categorically in the BDS; then the most advantageous bidder; within the number of days stated in the BDS or in the Letter of Acceptance, shall deliver to the Employer a Performance Security in the amount, validity period and in the form stipulated in the BDS.

42.2 Failure of the most advantageous Bidder to comply with the requirement of Clause ITB.42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Employer may make the award to the next ranked Bidder or call for new Bids.



ITB.43 Disqualification Prior to Contract Signing

- 43.1 After issuance of Letter of Acceptance and before execution of the Contract Agreement with the most advantageous bidder, if the Bidder has been disqualified pursuant to Rule 18 and Rule 19 of PPR-2004 or any other reason has led to the disqualification of the most advantageous bidder or if the conditions of his qualification are invalid, the next Most Advantageous bidder will be considered as responsive bidder; provided accepting this bid does not conflict with applicable laws.
- 43.2 For rejecting the Most Advantageous bid and opting for the second Most Advantageous bidder, an opportunity of being heard would be given to the bidder with the Most Advantageous bid.

ITB.44 Signing of Contract Agreement

- 44.1 Within number of days as specified in the BDS from the date of furnishing of acceptable Performance Security (if required) under the Conditions of Contract, or within number of days as specified in the Letter of Acceptance (if Performance Security is not required) issued in pursuant to Clause ITB.41; the Most Advantageous Bidder shall submit the Contract Agreement in a form and manner provided in the Bidding Documents, incorporating all agreements between the parties.
- 44.2 The formal Agreement between the Employer and the Most Advantageous Bidder shall be executed within number of days as specified in the BDS; from the receipt of Contract Agreement from the Most Advantageous Bidder by the Employer.
- 44.3 Upon the Most Advantageous Bidder's furnishing of the Performance Security (if required) or after the signing of Contract Agreement, the Employer will discharge its bid security.
- 44.4 Immediately after the Redressal of grievance by the GRC (if there exist any), and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Employer shall sign the contract

ITB.45 Advance Payment

- 45.1 The advance payment will not be provided in normal circumstances. However; if it is allowed; it would be categorically stated in the BDS and Special Conditions of Contract; subject to a maximum amount or percentage of Contract value as specified in the BDS.
- 45.2 Provided, an advance payment is allowed in pursuant with ITB.45.1; it will be released after receipt of an Advance Payment Security (Guarantee) in a form of valid Bank Guarantee issued by any Scheduled Bank of Pakistan; in a format to be provided by the Employer after signing of the Contract Agreement.

ITB.46 Arbitrator

- 46.1 The Arbitrator shall be appointed by the mutual consent of both the parties as per the provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto

ITB.47 Integrity Pact

- 47.3 Under Rule 7 of PPR 2004, the most advantageous bidder should undertake to sign an Integrity pact on the prescribed format given in Form-C3 of Section VIII of the Bidding documents on its letterhead or as a part of the Contract Agreement, provided that the Contract cost exceeds Rs. 10.00 million.

ITB.48 Overriding Effect of PPR-2004

- 48.1 Whenever in conflict with this bidding documents the stipulation of PPR-2004 (updated) shall prevail.



G – CODE OF CONDUCT AND MECHANISM OF BLACKLISTING

ITB.49 Code of Conduct

- 49.1 The Employer desires that each bidder shall observe the highest standard of ethics during the whole procurement / bidding process and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:
“Corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including, -
- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
 - c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
 - e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”
- 49.2 In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA in pursuant to Clause ITB.49.

ITB.50 Mechanism of Blacklisting

- 50.1 The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
 - b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.
- 50.2 The show cause notice shall contain:
- a) precise allegation, against the bidder or contractor;
 - b) the maximum period for which the Employer to debar the bidder or contractor from participating in any public procurement of the Employer; and
 - c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
- 50.3 The Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 50.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Employer shall decide the matter on the basis of available record and personal hearing, if availed.
- 50.5 In case the bidder or contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 50.6 The Employer shall give minimum of seven days to the bidder or contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or



- Committee shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 50.7 the Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 50.8 The Employer shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the PPRA.
- 50.9 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Employer.
- 50.10 The bidder may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- 50.11 The decision of PPRA will be considered as Final.



H – GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

ITB.51 Grievances Redressal & Compliant Review Mechanism

51.1 Any bidder feeling aggrieved by any act of the Employer or having reservation / complaint against any provisions (such as eligibility, qualification or Technical Bid Evaluation Criteria parameters or any other terms & conditions of the bidding documents) found contrary to the provisions of Procurement Regulatory Framework may file/lodge its written complaint in accordance to Rule-48 of PPR-2004 to the Employer’s Grievance Redressal Committee (**GRC**), details of which are given on PPRA Website at www.ppra.org.pk.

ITB.52 Compliant Review Mechanism

52.1 The complaint will be reviewed and necessary decision will be taken by the Employer’s GRC in pursuant to Rule-48 of PPR-2004.

52.2 Any bidder not satisfied with the decision of the Employer’s GRC may file an appeal before PPRA in pursuant to Rule-48(7) of PPR-2004.



SECTION–III
BID DATA SHEET (BDS)



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)
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The following specific data for water 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.

Instructions to Bidders

Clause Reference

SUB SECTION A - INTRODUCTION

1.1 Name of Employer:

NATIONAL BANK OF PAKISTAN (NBP)

Brief Description of Works/Supply:

SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI

1.3 Water to be supplied in desired quantity as per the Employer's discretion on daily basis or as and when required; at any of the premises mentioned in the Appendix A to Bid.

6.1 Authorized Representative:

Authorized Representative or the Principal is any lawful representative of the bidder such as CEO, Partner or Director or Sole Proprietor etc. having the legal capacity and entitlement to act on bidder's behalf and give authorization(s) and issue Authorization Letter to commit the bidder

SUB SECTION B – BIDDING DOCUMENTS

10.2 Number of Copies with Original Bid to be submitted:

One Original Plus One (01) Copy

11.1 Means for Clarifications:

Courier/Postal Service or by Email

Employer's Address & Email for Clarifications:

Departmental Head, Civil; Engineering Wing Head Office, Engineering Group, LCMG; NBP, Head Office Building, I.I.Chundrigar Road, Karachi;

ali.arshad@nbp.com.pk

No. of days within which bidder can seek clarifications in writing:

Five (05) days prior to deadline for submission of bids

No. of days within which the Employer can respond:

Three (03) days after receipt of bidder's request for clarification(s) in writing

11.4 Clarifications for Pre bid Meeting

Two (02) days

12.4 Issuance of Addendum prior to the deadline for submission of bid; for extension of bid submission deadline:

Three (03) days

SUB SECTION C – PREPARATION OF BIDS

21.1 Period of Bid Validity:

One Hundred Eighty (180) days from the date of Bid Opening.



- 22.1 **Bid Security:**
Rs.1,000,000/- (Rupees One Million Only), valid for a period of 28 days beyond the period of bid validity.
- 22.5 **Discharge of Most Advantageous Bidder's Bid Security**
Fifteen (15) days upon submission of Performance Security or if Performance Security is not required then upon signing of the Contract
- 24.1 **Number of Copies of the Bid to be submitted:**
Same as specified above at Clause 10.2

SUB SECTION D – SUBMISSION OF BIDS

- 25.2 **Employer's Address for the Purpose of Bid Submission:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi
- Title and Identification Number of Project / Contract:**
"SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI"
- The Identification Number:**
Would be the PPRA No: and NBP No: of Notice for Invitation posted on PPRA and NBP Websites respectively.
- 26.1 **Deadline for Submission of Bids:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi
11:00 am; 03rd January, 2024

SUB SECTION E – BID OPENING AND EVALUATION

- 29.1 **Venue, Time, and Date of Bid Opening:**
Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi,
11:30 am, 03rd January, 2024
- 29.6 Same as above at 29.1

SUB SECTION F – AWARD OF CONTRACT

- 40.1 **Quantities Variations:**
Not more than 15% of related items.
- 41.3 **Acknowledgement of the Letter of Acceptance to be given by the Most Advantageous Bidder:**
Within three (03) working days from the date of receipt
- 42.1 **Performance Security to be submitted by the Most Advantageous Bidder:**
Yes, is to be submitted.
Amount: 10% of the Contract Price
Validity: 365 + 90 days from the Date of Letter of Acceptance
(Form: As per format C-2 provided under Forms of Contract in Section IX)
Submission Date: Within fourteen (14) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.
Form of performance Security: Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA+ Rated Insurance Company of Pakistan.



44.1 Submission of Contract Agreement:

Within seven (07) working days or as stated in the Letter of Acceptance or the Employer; may ask the bidder in writing subsequent upon in receipt of the valid Performance Security (if required in pursuant to 42.1 above) from the bidder to submit the Contract as per Form - C1 of Section IX.

44.2 Signing of Contract Agreement:

Within seven (07) working days after the receipt of Contract Agreement form the Most Advantageous Bidder.

45.1 Advance Payment:

No advance Payment is allowed.



SECTION-IV
STANDARD FORMS OF BID



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)
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Authorization Letter for the Signatory of the Bid

(To be submitted on Bidder letterhead)

Notice for Invitation to Bid:

NBP Tender ID: _____ **PPRA Tender No:** _____

Tender Title: “SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI”

- a) **Name of the Bidder:** _____
- b) **Nature of Bidder’s Firm/Company** [Sole Proprietor/Partnership Firm/Company etc.]: _____
- c) **Registered Office Address:** _____
- d) **Registered Email Address and Phone Numbers:** _____
- e) **Name of Principal** [a person; having a legal rights/authority to act for and on behalf of the bidder and to issue such Authorization Letter]: _____
- f) **Legal Position in the Firm / Company:** _____
- g) **CNIC No: of the Principal:** _____

In pursuant to Sub Clause ITB 6.1 of the bidding documents regarding Contract Works referred above, I; the lawful authorizer (Principal) named as above do hereby nominate **Mr./Ms.** _____; working as a/an _____ in our Firm / Company; bearing **CNIC #** _____; as our authorized representative to act as the Signatory of the Bid and to sign or initial and stamp the bidding documents including all the Forms, Appendices, Schedules, Technical Evaluation Criteria Section etc. as per instructions contained in the bidding documents.

Principal of the Bidder

Signature: _____

Official Seal: _____

Email Address: _____

Contact Number: _____

Nominated Signatory to Bid

Signature: _____ **Initial:** _____

Email Address: _____

Contact Number: _____

(The signatures and initials shall be in original (scanned and electronic signatures or initials shall not be acceptable))



Form of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

(The Bidder must prepare this Form of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.)

(Note: All italicized text hereunder is to help Bidders in preparing this form and Bidders shall delete it from the final document.)

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

Bid Reference: **PPRA No:** *[insert identification]* **NBP No:** *[insert identification]*

Project Title: **“SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI”**

To: National Bank of Pakistan:

Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Special and General Conditions of Contract, Scope of the bid and Schedule of Prices/BOQ 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 are submitting the bid and hereby offer to render our services for Supply of water and fulfil the obligations and such works and remedy any defects therein in conformity with the said bidding documents Addenda thereto (if any) for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents and declares as under:

1. We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (Clause ITB.12);
2. We meet the eligibility requirements and have no conflict of interest in accordance with Clause ITB.3.
3. We are hereby confirming NBP, to be the Appointing Authority, to appoint the adjudicator/arbitrator in case of any arisen disputes in accordance with Clause ITB.45.
4. We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 22;
5. We agree to abide by this Bid for a period of 180 days from the date fixed for opening the same or if extended; if required by NBP; and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We undertake, if we qualify and our Bid is accepted, to complete the Works within the Completion period as stated in the Bid Data Sheet.
7. We do hereby declare that all the terms and conditions mentioned in the Bidding Documents are acceptable to us and we have no objection about any clause/sub-clause of the Conditions of Contract and other parts of the Bidding Documents.
8. The breakup of Bid Price is given in the “Schedule of Prices”.
9. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in a form of _____ amounting to Rs. _____ (In Words: Rupees _____) drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the bid validity period.
10. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification for award, shall constitute a binding contract between us.
11. We undertake, if our Bid is accepted, we will submit the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
12. 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.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

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

Dated this _____ day of _____, 2023/2024

Signature: _____

In the capacity of _____ duly authorized to sign the bid for and on behalf of the Bidder. A letter of authorization in respect of the Person who has signed the Bid Form, etc. is also attached.

(Name of Bidder in Block Capitals)(Seal)

AddressWitness:

(Signature) _____

Name: _____

Address: _____

C.N.I.C No: _____



Form of Bid Security

*(Bank Guarantee to be issued from any Scheduled Bank in Pakistan)
(Over Stamp paper of worth as per Stamp paper Act)
(Not to be followed in case Bid Security is submitted in a form of Pay Order/CDR)*

Guarantee No _____
Executed on _____
Expiry Date _____

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: (NBP): _____ (PPRA): _____ Date of Bid Opening: _____

Bid Title: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Bidder, we the Guarantor above-named are held and firmly bound unto the National Bank of Pakistan, (hereinafter referred to as "NBP") 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 Bidder has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to NBP; and

WHEREAS, NBP has required as a condition for considering the said Bid that the Bidder furnishes a Bid Security in the above said sum to NBP, 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 Bidder withdraws his Bid during the period of validity of Bid, or
 - b) the Bidder does not accept the correction of its Bid Price, or
 - c) failure of the Most Advantageous Bidder to
 - (i) furnish the required Performance Guarantee, or
 - (ii) sign the proposed Contract,

then; the entire sum be paid immediately to the said NBP as liquidated damages and not as penalty for the Most Advantageous Bidder's failure to perform.

NOW THEREFORE, if the Most Advantageous Bidder shall, within the period specified therein, on the



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**SECTION IV – STANDARD FORMS OF BID
FORM-B3: FORM OF BID SECURITY**

prescribed form presented to him for signature and enter into a formal Contract with NBP in accordance with its Bid as accepted, and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Guarantee with good and sufficient surety, as may be required, upon the form prescribed by the said NBP for the faithful performance and proper fulfillment 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 NBP the said sum stated above upon first written demand of NBP without cavil or argument and without requiring NBP to prove or to show grounds or reasons for such demand, notice of which shall be sent by NBP by registered post/ courier service duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT NBP shall be the sole and final judge for deciding whether the Bidder has duly performed its obligations to sign the Contract and to furnish the requisite Performance Guarantee 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 NBP forthwith and without any reference to the Bidder or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this guarantee 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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



SECTION-V

SCHEDULE OF PRICES



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)
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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 System International 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 utilize such sums.



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SCHEDULE OF PRICES / BILL OF QUANTITIES (BOQ)

“SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP EX-NDFC BUILDING; TARIQ ROAD, CBA CAMP OFFICE; N-146 KHALID BIN WALEED ROAD & NBP SPORTS COMPLEX; CLIFTON, KARACHI

S No.	Description	Average Monthly Quantity to be supplied (in Imperial Gallons)
1.	Supply of Potable Sweet Water from Karachi Water & Sewerage Board (KW&SB) Hydrants to the following locations of NBP	
a)	NBP Head Office Building, I.I.Chundrigar road, Karachi	800,000
b)	NBP EX-NDFC Building, Tariq Road, Karachi	60,000
c)	NBP CBA Camp Office, N-146, Khalid Bin Waleed Road, Karachi	10,000
d)	NBP Sports Complex, Clifton, Karachi.	430,000
	Total Quantity:	1,300,000

Offered Uniform rate by the Bidder: Rs. _____ / Imperial Gallons

Bid Rate in Words: (Rupees. _____)

Contract Price = _____ X 1,300,000 X 12 = Rs. _____
 Bid Rate Avg. Monthly Gallons No. of Months
 Per Gallon

Contract Price in Words: (Rupees. _____)

Note:

- 1 Imperial Gallon = 4.546 liters
- Rates offered should be inclusive of all applicable taxes; duties levies etc. as per federal, provincial or local authorities Rules & Regulations and necessary overheads, transportation or labor charges as well.
- Rates offered should be based on Retail Price of HSD per liter as mentioned on 1st January, 2024 at Official Website of PSO at <http://psopk.com/fuel-prices/pol/archives>.
- Volume of Water stated above, is the average monthly figure for each location and is not fixed under the Contract. The volume may vary (increase or decrease) on daily/monthly basis and it would be the obligation of the Contractor to ensure that varying requirements of Water on daily/monthly basis is properly catered. No adjustment in rates shall be made on the basis of variation in daily/monthly requirements of water by the Employer.



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SCOPE OF THE BID & SPECIFICATIONS

The bidder would be responsible to supply the Potable Sweet Water having value of 250 to 350 TDS range from dedicated hydrants of the KW&SB, to the following Sites on daily basis or need arises basis; within twelve (12) hours of verbal instructions/orders of the Employer's Representative as and when required.

- a) NBP Head Office Building, I.I.Chundrigar road, Karachi
- b) NBP EX-NDFC Building, Tariq Road, Karachi
- c) NBP CBA Camp Office, N-146, Khalid Bin Waleed Road, Karachi
- d) NBP Sports Complex, Clifton, Karachi.

The Contract Period is Twelve (12) Months. (365 days)



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SECTION–VI
GENERAL CONDITIONS OF CONTRACT
(GCC)



FOR NATIONAL BANK OF PAKISTAN

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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:

- 1.1.1 “Contract” means the Contract Agreement and the related documents mentioned therein.
- 1.1.2 “Specifications” means the parameters of the Water to be supplied by the Contractor.
- 1.1.4 “The Employer” means National Bank of Pakistan.
- 1.1.5 “The Contractor” means the bidder, whose bid has been accepted by the Employer to Supply the water as stated in the bidding documents
- 1.1.6 “Party” means either the Employer or the Contractor.
- 1.1.7 “Commencement Date” means the date on which 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 “Contract Period” means the period as specified in the Contract data during which the Contractor is liable to supply the water as stated in the bidding documents.
- 1.1.10 “Contract Rate” means the agreed Rate stated in the Letter of Acceptance or to be revised later in accordance to Price Adjustment Formula, based on which monthly payments are payable to the Contractor for the quantity of Water Supply during the months.
- 1.1.11 “Country” means the Islamic Republic of Pakistan.
- 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, like the outbreak of War, Civil Commotion and insurrection etc.
- 1.1.17 “Site” means the places provided by the Employer where the water is to be supplied, 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 4.6.
- 1.1.19 “Supply” means Supply of Potable Sweet Water as per desired specifications from KW&SB Hydrants, at Employer’s specified locations / places.
- 1.1.20 “Employer’s Representative” means the person notified by the Employer to act as Employer’s Representative for the purpose of the Contract and named as such in Contract Data.
- 1.1.21 “Letter of Acceptance (LOA)” is the written legible acceptance of bid by the Employer issued to the Most Advantageous Bidder.
- 1.1.22 “Certificate of Work Commencement” is the written legible order issued by the Employer after signing the Contract Agreement with the Most Advantageous bidder.



1.2 Interpretation

Words imparting persons or parties shall include firms and organizations. Words imparting 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 Supply.

2. THE EMPLOYER’S OBLIGATIONS

2.1 Provision of Site

The Employer shall provide the Site and right of access to the Contractor to supply the Potable Sweet Water on daily basis.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Supply.

2.3 Employer’s Instructions

The Contractor shall comply with all instructions given by the Employer or the Employer’s Representative, if notified by the Employer, in respect of the Supply including the suspension of all or part of the Supply.

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 Authorized Person

The Employer shall appoint a duly authorized a person/Employer’s Representative 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.



4. THE CONTRACTOR'S OBLIGATIONS**4.1 General Obligations**

The Contractor shall supply the Potable Sweet Water from any Hydrant of the KW&SB to specified locations of the Employer on daily need basis in accordance with the Contract. The Contractor shall provide all supervision, labor, Conveyance, Supply pipes etc. required for the smooth delivery at the Site.

The Contractor will have to supply the water whatever the prevailing Law & Order conditions are or in case of emergency in the city, except in case of invoking of Force Majeure Clause.

4.2 Subcontracting

No subcontracting is allowed.

4.3 Performance Security

The Contractor shall furnish to the Employer a Performance Security as stated in the Contract Data.

4.4 Testing of Water Samples

The contractor shall arrange testing of water samples on quarterly basis or as and when desired by the Employer (one sample from each location) and its testing will have to be done from any of the following laboratories;

- a) Agha Khan Research Laboratories
- b) Pakistan Council of Research in Water Resources (PCR WR), Ministry of Science & Technology.
- c) Pakistan Council of Scientific & Industrial Research (PCSIR)
- d) Or any other testing facility, if so desired by the Employer

Samples shall be collected and submitted in the presence of the Bank's authorized representative and reports shall be submitted directly to the Bank. All cost of collecting samples, dispatching, traveling & test fees etc. shall be borne by the contractor

5. VARIATIONS IN VOLUME OF SUPPLIED WATER

Volume of Water stated in the BOQ is the average monthly figure for each location and is not fixed under the Contract. The volume may vary (increase or decrease) on daily/monthly basis and it would be the obligation of the Contractor to ensure that varying requirements of Water on daily/monthly basis as intimated by the Bank's representatives is properly catered. No adjustment in rates shall be made on the basis of variation in daily/monthly requirements of water by the Employer.

6. FORCE MAJEURE, CONTRACT ANNULMENT AND RELEASE FROM PERFORMANCE

If the Contract is affected by the Force Majeure, the Employer shall certify that the Contract is unable to continue and is being annulled / terminated. If an event of force majeure continues for a period of sixty (60) days, the Contractor can also give a notice of termination. The Contractor shall stop the water Supply after receiving Employer's annulment notice and shall be paid for all the supplies made before the annulment of the Contract. If the reason ceases to exist, the Parties can recommence the performance of the Contract under the original terms & conditions, if mutually agreed.

7. CONTRACT PERIOD & EXTENSIONS

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FOR THE BIDDER

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7.1 Contract Period

The duration of this Contract shall be One (01) Year, effective from the date of commencement of Contract mentioned in the Certificate of Contract Commencement.

7.2 Extension

The Contract may be extended on same rates, terms & conditions for a period suitable for the Employer to call new tenders and award of a fresh contract; provided such extension is in line with prevailing PPRA Rules.

8. CONTRACT PRICE & PAYMENTS**8.1 Contract Price**

The Contract Price would be the cost for the BOQ Quantities for the Supply of Water on Average Monthly Basis for 12 (twelve) Months period. (365 days)

However the Monthly Payments would be made as per actual quantity of supplied Water during any particular month in accordance to details given hereunder:

8.2 Monthly Bills

- (a) The Monthly Bills should contain the cost of the actual quantity / volume of water supplied by the Contractor during the month on the basis of the Bid Rate per Gallon or the Rate per Gallon as being adjusted in accordance to Price Adjustment Formula stated in Clause-9, below.
- (b) The Monthly Bills should be accompanied by detailed summary of Vouchers duly signed by the Bank's representatives of respective locations for the quantity / volume of water delivered on daily basis to each of the specified locations.

8.3 Submission of Bills and Terms of Payments

- (a) The Contractor shall submit his bill(s) within first seven (07) days of the month against the water supplied in the preceding month. The Employer shall verify these bills and payments shall be released to the Contractor within twenty (20) days after joint verification of the bills by the Employer & the Contractor and after deduction of applicable taxes etc. Rates shall be checked and may be revised at the time of payment as per Clause-9 below.
- (b) **Currency**
Payment shall be in the currency stated in the Contract Data.
- (c) **Tax Deductions**
All applicable taxes shall be deducted by the Employer at source unless a Tax / Duty Exemption Certificate is submitted by the Contractor. Any new tax or duty or levy imposed during the Contract period will be borne by the Contractor except for the variation in the rate of HSD, for which necessary Price adjustment Formula is given in the Clause-9, below.

8.4 Verification of quantity / volume of Water supplied through Flowmeter readings

- (a) The quantity / volume of supplied water will be got verified from the readings of the Flowmeter installed at the location. However, in case of absence of Flowmeter at any of the specified locations, duly signed and verified Vouchers will be considered as the basis of the payment.
- (b) In case of difference between the two readings i.e. Flowmeter reading and that being claimed by the Contractor, then the least value will be considered for the payment of Water Charges and the Contractor will be bound to accept it without any recourse.

9. PRICE ADJUSTMENT FORMULA**9.1 Base Price of High Speed Diesel (HSD) and its source**

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Base Price of High Speed Diesel (HSD) is fixed at Rs. _____ per liter, mentioned as Retail Price of HSD on 1st January, 2024 on PSO Official Website link <https://psopk.com/fuel-prices/pol/archives>

The Price of HSD for the calculation of the future months payments (to find the variation with respect to Base Price of HSD) will be the average of the Retail Prices of HSD as mentioned on the 1st and 16th of every month respectively under consideration, available on the above stated PSO Website link.

9.2 **Formula for the future months payments**

- (a) The rates quoted by the bidder shall be subject to change with variation of the price of the High Speed Diesel (HSD) prevailing in the corresponding month of Water Supply.
- (b) For any variation in HSD Prices (based on the average of the two prices as mentioned above in Clause 9.1) up to 10% of the Base price, no changes in the quoted/bid rates shall be made and payment shall be made according to the quoted/bid rates.
- (c) For variation in HSD prices (based on the average of the two prices as mentioned above in Clause 9.1) in excess of 10% of the Base Price (i.e. either above the Base Price or below the Base Price), quoted/bid rates shall be revised as below;
- Base Price of HSD as on 1st December, 2022 = B
 - HSD Price on the 1st of the Preceding Month = P1
 - HSD Price on the 16th of the Preceding Month = P2
 - Average HSD Price for the Preceding Month = $P = (P1 + P2)/2$
 - Variation (%) in HSD Prices during the preceding month = $V \% = ((P - B) \times 100 / B) - 10$
 - Rates quoted by the Bidder for 01 Gallon unit = R per Gallon
 - New Rate at the time of payment of Preceding Month Bill = $(0.5R + 0.5R(100+V))/100$ per Gallon
- (d) Since Rate Revision is applicable for variation in excess of 10%; therefore Variation to the Base Price only above 10% will be considered for New Rate i.e. if actual variation to the Base Price is 15% then $(15 - 10)\% = 5\%$ variation will be applied on the rates quoted by the Bidder.

10. **DEFAULT BY CONTRACTOR AND PAYMENT**

10.1 **Default by Contractor**

If the Contractor fails to supply the adequate volume of water, 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.

Alternatively, the Employer may arrange supply of required quantity of water from the market at the risk and cost of the Contractor, whenever the Contractor fails to supply the required quantity. Cost/expense to be incurred shall be recovered from the Contractor's bill. The decision of the Employer's Representative will be final and conclusive in this regard.

10.2 **Insolvency**

If the Contractor is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately.



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10.3 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the supplies made till the termination date, adjusted by the following:

- a) any sums to which the Contractor is entitled under the Contract,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.2, the Employer shall be entitled to invoke the Performance Security submitted by the Contractor.

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

11. RESOLUTION OF DISPUTES**11.1 Employer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Supply, 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 Supply 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.

11.2 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 11.1 here above, 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.

11.3 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.

12. CONFIDENTIALITY

Each Party acknowledges and agrees that the confidential information received by it from the other Party shall be kept strictly confidential and shall not be disclosed or revealed to any other person other than those employees of such party who needs to know the confidential information for the purpose of performing their respective obligations under this Agreement and such employees shall take appropriate steps to keep secrets all information provided to them. The obligations of the Contractor under this clause shall remain valid and in full force even after termination of this Agreement without any limit in point in time. For the purposes of this clause the confidential information shall include but not limited to the information pertaining to the business, management, directors, staff, account holders/customers, processes and operations of Employer as



well as any and all information relating to any of the affiliates and/or subsidiaries of the Employer etc.

13. COMPLIANCE WITH ANTI-BRIBERY LAWS

Parties shall at all times comply with all applicable laws of Pakistan including but not limited to anti-bribery and anti-corruption laws and shall not, in the conduct of its business, engage in corrupt practices, and shall neither offer, pay, request or accept a bribes nor indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

14. ENTIRE AGREEMENT

This Agreement and its Schedules / Forms constitute the entire understanding between the parties hereto and there are no other conditions, understandings or Agreement or obligations oral or written other than those contained in this Agreement.

15. SEVERABILITY & AMENDMENT

If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable and/or the said provision is found to be in contravention of any applicable law for the time being enforce, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force and the invalid provision will subsequently be declared to be severed from the Agreement. If such invalidity or unlawfulness becomes known or apparent to either Party, then the Parties agree to negotiate promptly in good faith in an attempt to make appropriate changes and adjustments to achieve as closely as possible, consistent with applicable law, the intent and spirit of such invalid or unlawful provision.

Any variation, amendment or cancellation in this agreement shall only be made if it is agreed with the mutual consent of the parties hereto in writing.

16. INDEMNITY

The Contractor hereby agrees to indemnify and keep indemnified THE EMPLOYER and each of its employees, officers, directors, shareholders from and against any and all losses (direct or indirect), claims, rights, remedies, costs, expenses or proceedings of whatsoever nature brought or claimed by or on behalf of any person against THE EMPLOYER or any of its officers, directors, shareholders arising out of any act, omission and/or negligence of the Contractor &/or any of its employee/staff.

17. TERMINATION BY WILL

Either Party shall have the right to terminate this Agreement without assigning any reason with prior notice of three (03) months in writing to the other Party and upon expiry of the notice period, this Agreement shall stand terminated.

If this agreement is terminated in terms of this clause, both the Parties to this Agreement are agreed as follow:

- i) The Employer shall make all payments after calculations at their end which shall then be due to the Contractor under this agreement up to the date of expiry of the said three months' notice period, which shall be the termination of this agreement.
- ii) The Contractor shall not be entitled to any right of what so ever nature to raise any demand or claim damages against the Employer for terminating this agreement.

18. NON-EXCLUSIVITY

Nothing in this Agreement shall preclude either party from dealing with other parties on identical or similar purpose and subject matters to that covered in this Agreement.



19. GENERAL CONTROLS

Contractor will be responsible to report the Employer immediately in case of any change in their Ownership structure, key management / partners / directors, otherwise, if true information of any such changes comes under the knowledge of the Employer, the Contractor will be liable for cancellation.

20. CODE OF CONDUCT AND MECHANISM OF BLACKLISTING**20.1 Code of Conduct**

The Employer desires that Contractor and its Staff or employee (s) or affiliates shall observe the highest standard of ethics during the whole Contract duration and should avoid to engage in any corrupt and fraudulent practices as defined in **Rule 2(1)(f)** of PPR-2004; and is stipulated as under:

“Corrupt and fraudulent practices” in respect of Contract Duration, shall be either one or any combination of the practices including, -

- a) **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b) **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- c) **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d) **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- e) **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;”

In pursuant to Rule 19 of PPR-2004, the Employer can inter alia blacklist the Contractor found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the PPRA.

20.2 Mechanism of Blacklisting

The Employer shall bar for not more than the time prescribed in Rule-19 of the PPR-2004, from participating in their respective procurement proceedings, Contractor who either:

- a) Involved in corrupt and fraudulent practices as defined in Rule-2 of PPR-2004;
- b) Fails to perform his contractual obligations during the execution of contract or breaches the contract due to his capacity and capability to perform or otherwise.

20.2.1 The show cause notice shall contain:

- a) precise allegation, against the Contractor;
- b) the maximum period for which the Employer proposes to debar the Contractor from participating in any public procurement of the Employer; and
- c) the statement, if needed, about the intention of the Employer to make a request to the PPRA for debarring the Contractor from participating in public procurements of all the procuring agencies.

20.2.2 The Employer shall give minimum of seven days to the Contractor for submission of written reply of the show cause notice.**20.2.3 In case, the Contractor fails to submit written reply within the requisite time, the Employer may issue notice for personal hearing to the Contractor/ authorize representative of the Contractor and**

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- the Employer shall decide the matter on the basis of available record and personal hearing, if availed.
- 20.2.4 In case the Contractor submits written reply of the show cause notice, the Employer may decide to file the matter or direct issuance of a notice to the Contractor for personal hearing.
- 20.2.5 The Employer shall give minimum of seven days to the Contractor for appearance before the specified officer(s) or Committee of the Employer for personal hearing. The specified officer(s) or Committee shall decide the matter on the basis of the available record and personal hearing of the Contractor, if availed.
- 20.2.6 The Employer shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 20.2.7 The Employer shall communicate to the Contractor the order of debarring the Contractor from participating in any public procurement with a statement that the Contractor may, within thirty days, prefer a representation against the order before the PPRA.
- 20.2.8 Such blacklisting or barring action shall be communicated by the Employer to the PPRA and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the PPRA after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the employer.
- 20.2.9 The Contractor may file the review petition in pursuant to Rule 19 (3) of PPR-2004 and in accordance with necessary procedure issued by the PPRA.
- 20.2.10 The decision of the PPRA will be considered as Final.

21. INTEGRITY PACT

- 21.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:
- a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
 - b) terminate the Contract; and
 - c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 14.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.



SECTION–VIII CONTRACT DATA



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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.)

General Conditions of Contract**Clause Reference**

- 1.1.7 **Commencement Date** means the date to commence the Contract as mentioned in the Certificate of Contract Commencement.
- 1.1.9 **Contract Period**
Twelve (12) Months i.e. One (01) year (365 Days)
- 1.1.20 **Employer's Representative:** Mr. Arshad Ali – AVP
Departmental Head, Civil Department; Head Office Wing, Engineering Group, LCMG; NBP, Head Office Building, I.I. Chundrigar Road, Karachi; ali.arshad@nbp.com.pk
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Schedule of Prices
 - (c) Scope of the Bid & Specifications
 - (d) The completed Form of Bid
 - (e) General Conditions of Contract
 - (f) Contract Data
 - (g) The completed Contractor's Bid
 - (h) Letter of Acceptance
 - (i) Certificate of Contract Commencement
 - (j) Integrity Pact (Provided Contract value is above Rs.10 M)
- 3.1 **Authorized Person:**
Same as stated above at 1.1.20
- 4.3 **Performance Security:**
Amount: 10% of the Contract Price
Validity: 365 + 90 days from the Date of Letter of Acceptance
(Form: As per format C-2 provided under Forms of Contract in Section IX)
Submission Date: Within fourteen (14) working days from the Date of Letter of Acceptance or as stated in the Letter of Acceptance.
Form of performance Security: Bank Guarantee issued by any Scheduled Bank of Pakistan or any AA+ Rated Insurance Company of Pakistan.
- 8.3 **Currency of payment:** Pak. Rupees
- 11.3 **Arbitration**
Place of Arbitration: NBP Head Office, Karachi



SECTION-IX

FORMS OF CONTRACT



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FORM OF CONTRACT AGREEMENT

(To be submitted on Non-judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

THIS CONTRACT AGREEMENT (hereinafter called the “Contract”) made on the ____ day of _____ 20 ____ between _____; having its registered Office at _____ (hereinafter called the “NBP”) of the one part and M/s. _____ having its registered Office at _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS; NBP invited bids for the _____

(Insert title of the Works / Supply)

On the terms and conditions as set forth in this Contract and has accepted a Bid by the Contractor in same context; in the sum of Rs. _____; (In Words: _____ (hereinafter called “Contract Price”).

WHEREAS:

- (i) The Contractor has offered to carry out services for supply of Potable Sweet Water from KW&SB hydrants on the terms and conditions as set forth in this Contract; and
- (ii) The Employer has agreed to engage the Contractor to carry out the supply of Potable Sweet Water from KW&SB hydrants on the terms and conditions contained in this Contract.

NOW this Contract witnesseth as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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 Contract, viz:
 - a. The completed Form of Bid
 - b. The priced Schedule of Prices (BOQ)
 - c. The General Conditions of Contract (GCC) and Contract Data
 - d. The Letter of Acceptance Ref No: _____ dated: _____ duly accepted by the Contractor
 - e. The Certificate of Contract Commencement.
 - f. The completed Contractor’s bid
 - g. The Performance Security
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 supply the potable sweet water from KW&SB hydrants 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 supply of the Potable Sweet Water from KW&SB hydrants as per the 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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(Duly signed & stamped by the Authorized Representative)

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

Signature of the Contractor

(Seal)

Signature of NBP

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



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FORM OF PERFORMANCE SECURITY

(To be submitted in a form of Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Company on Non-judicial Stamp Paper of worth in accordance to existing Stamp Paper Act)

Guarantee No. _____
Executed on _____
Expiry date _____

Name of Guarantor 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 and conditions 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 National Bank of Pakistan; having its registered Head Office at I.I.Chundrigar Road, Karachi (hereinafter called the "NBP") in the penal sum of the amount stated above for the payment of which sum well and truly to be made to NBP, 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 NBP's above said Letter of Acceptance for _____

(Insert name of the Title of Works / Supply)

NOW THEREFORE, if the Principal (Service Provider) 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 NBP, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Conditions of Contract or Special Conditions of Contract are fulfilled.

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



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We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to NBP without delay upon the NBP's first

written demand without cavil or arguments and without requiring NBP to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the NBP's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to NBP's designated Bank & Account Number.

PROVIDED ALSO THAT NBP shall be the sole and final judge for deciding whether the Principal (Service Provider) 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 NBP 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/Approved Insurance Co.)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FORM OF INTEGRITY PACT

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

Contract No: _____ Dated: _____

Contract Value (Figures and in words): _____

Contract Title: _____

_____ (*Name of CONTRACTOR*) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from National Bank of Pakistan (NBP) or any administrative subdivision or agency thereof or any other entity owned or controlled by NBP through any corrupt business practice.

Without limiting the generality of the foregoing, _____ (*Name of CONTRACTOR*) 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 NBP, except that which has been expressly declared pursuant hereto.

_____ (*Name of CONTRACTOR*) 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 NBP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by NBP in this regard, _____ (*Name of CONTRACTOR*) agrees to indemnify NBP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to NBP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ (*Name of CONTRACTOR*) 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 NBP.

Signature of the Contractor

Signature of NBP

(Seal)

(Seal)



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