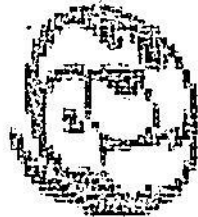


# NATIONAL BANK OF PAKISTAN

(STANDARD BIDDING DOCUMENT)

Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (04 Nos.) for NBP Pasni Branch (0191) Gwadar

(SINGLE STAGE-ONE ENVELOPE PROCEDURE)  
(NATIONAL COMPETITIVE BIDDING)



PROCUREMENT DIVISION  
LOGISTICS, COMMUNICATIONS & MARKETING GROUP  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE  
KARACHI

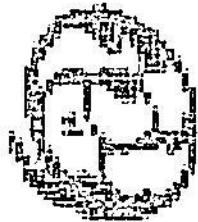
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2018  
NBP

# **NATIONAL BANK OF PAKISTAN**

**(STANDARD BIDDING DOCUMENT)**

**Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (04 Nos.) for NBP Pasni Branch (0191) Gwadar**

**(SINGLE STAGE-ONE ENVELOPE PROCEDURE)  
(NATIONAL COMPETITIVE BIDDING)**



**PROCUREMENT DIVISION  
LOGISTICS, COMMUNICATIONS & MARKETING GROUP  
NATIONAL BANK OF PAKISTAN  
HEAD OFFICE  
KARACHI**



## STANDARD BIDDING DOCUMENTS

for

Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (04 Nos.) for NBP Peshawar Branch (0191) Gwadar Region

### PART - A - BIDDING PROCEDURE & REQUIREMENTS

- Section I - Invitation to Bids
- Section II - Instructions to Bidders (ITB)
- Section III - Bid Data Sheet (BDS)
- Section IV - Eligible Countries
- Section V - Technical Specifications, Schedule of Requirements
- Section VI - Standard Forms

### PART - B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

- Section VII - General Conditions of Contract (GCC)
- Section VIII - Special Conditions of Contract (SCC)
- Section IX - Contract Forms  
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## PART-A

# BIDDING PROCEDURE & REQUIREMENTS

### SECTION I: INVITATION TO BIDS



## **INVITATION TO BIDS**

National Bank of Pakistan (NBP), one of the largest commercial banks operating in Pakistan, invites sealed bids from the original manufacturers / authorized distributors / suppliers/ Contractors, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of Federal Board of Revenue for:

- 1 Supply & Installation of Floor Standing Air Conditioning Units of 4 Ton Capacity (Conventional Type) (09 Nos.) for Major Renovation Plan of NBP Main Branch (0002), Karachi.
- 2 Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (06 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (06 Nos.) for NBP Turbat Branch (0140) Gwadar Region.
- 3 Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (04 Nos.) for NBP Pasni Branch (0191) Gwadar Region.
- 4 Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (06 Nos.), 1.5 Ton Capacity (Inverter Type) (13 Nos.) and 1 Ton Capacity (Inverter Type) (03 Nos.) for NBP Main Branch Multan (0374) Multan Region.
- 5 Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (03 Nos.) and 1 Ton Capacity (Inverter Type) (09 Nos.) for NBP IT center at 1<sup>st</sup> floor, Regional Office Hyderabad.
- 6 Supply and Installation of Air Conditioning Units of 2 Ton Capacity (Conventional Type) (07 Nos.), 1.5 Ton Capacity (Conventional Type) (03 Nos.) and 1 Ton Capacity (Conventional Type) (07 Nos.) for NBP Main Branch Muzaffargarh (0378) D.G Khan Region.
- 7 Supply and Installation of Floor Standing Air Conditioning Units of 4 Ton Capacity (Conventional Type) (01 No.), 2 Ton Capacity (Inverter Type) (03 Nos.) and 1 Ton Capacity (Inverter Type) (02 Nos.) for NBP AIBB Hub River Road Branch (0224) Baldia Town, Karachi.

Eligibility criteria for bidding document consists of the following.

1. A bidder should submit company profile with complete detail of works in hand.
2. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.
3. Bidder must have two supplies of Air conditioning of each worth Two (02) Million or above during last three (03) years.
4. Copy of Valid dealership certificate from OEM.
5. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above-mentioned eligibility criteria in the office of the Divisional Head, Procurement Division, 3<sup>rd</sup> Floor, NBP Head Office, Karachi on or before November 03, 2023. In case of non-submission, the bidder will not be allowed to participate in the bidding process.

For Interested bidders, Single Stage-One Envelope Bidding Documents as per PPRA Rule 36 (a) containing details of bid, detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, clarification / rejection of bids etc., are available at NBP web site "<https://www.nbp.com.pk/TENDER>" which can be downloaded.

The bid, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to (PKR 111,000/- for Major Renovation for NBP Main Branch (0002), Karachi, (PKR 86,000/- for NBP Turbat Branch (0140) Gwadar Region, (PKR 50,000/- for NBP Pasni Branch (0191) Gwadar Region), (PKR 125,000/-)for NBP Main Branch Multan (0374) Multan Region, (PKR 50,000/-)



for NBP IT Center at 1<sup>st</sup> floor, Regional Office Hyderabad and (PKR 100,000/-) for NBP Main Branch Muzaffargarh (0378) D.G Khan Region and (PKR 31,000/0 for NBP AIBB Hub River Road Branch (0224) Baldia Town , Karachi, in shape of Pay order or Bank Guarantee must reach in the office of:

“Divisional Head, Procurement Division, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office I.I. Chundrigar Road, Karachi. Tel. +92-21-99220331, 021-38902435”

on or before 11:00 am on November 07, 2023. Bids will be opened on the same day at 11:30 am in the presence of tender opening committee and bidders, who opt to attend. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day at same time. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER>.

Divisional Head,  
Procurement Division,  
Logistics Communications & Marketing group,  
3<sup>rd</sup> Floor, NBP Head Office Building,  
I.I Chundrigar Road, Karachi.  
Tel: 021-99220331, 38902435.



## SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

### A. INTRODUCTION

1. Scope of Bid	1.1	National Bank of Pakistan, invites Bids for the Supply & Installation of Air Conditioners for NBP Pasni Branch Gwadar Region as per Annexure V: Technical Specifications & Schedule of Requirements. The successful Bidder will be expected to deliver the goods within the specified period and timeline(s) as stated in the Bid Data Sheet (BDS).
2. Source of Funds	2.1	National Bank of Pakistan
3. Eligible Bidders	3.1	<ul style="list-style-type: none"> <li>i. A bidder should submit company profile with complete detail of works in hand.</li> <li>ii. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.</li> <li>iii. Bidder must have two supplies of Air conditioning of each worth Two (02) Million or above during last three (03) years.</li> <li>iv. Copy of Valid dealership certificate from OEM.</li> <li>v. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.</li> <li>vi. Bid Validity period 180 days.</li> </ul>
	3.2	<p>A Bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ul style="list-style-type: none"> <li>a) 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 National Bank of Pakistan to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Air Conditioners, to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third party, that puts them in a position to have access to information about or influence the Bid of another Bidder, or influence the decisions of the National Bank of Pakistan regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> <li>g) Bidder blacklisted or involved in any kind of lawsuits from any Govt., Semi Govt. or by any organization.</li> </ul>



	3.3	<p>A Bidder may be ineligible if –</p> <ul style="list-style-type: none"> <li>a) he is declared bankrupt or, in the case of company or firm, insolvent.</li> <li>b) the bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</li> <li>c) Convicted by a final judgment of any offence involving professional misconduct.</li> <li>d) Bidders shall provide their eligibility, proof of compliance with necessary requirements to carry out the contract effectively.</li> </ul>
4. Eligible Goods and Related Services	4.1	Deliverables under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this bid, ineligible countries are stated in the section-4.
	4.2	For purposes of this Clause, "origin" means the place where the goods are manufactured, through 'manufacture, procession, or assembly.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the National Bank of Pakistan shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	<p>The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda include:</p> <ul style="list-style-type: none"> <li>Section I Invitation to Bids</li> <li>Section II Instructions to Bidders (ITBs)</li> <li>Section III Bid Data Sheet (BDS)</li> <li>Section IV Eligible Countries</li> <li>Section V Schedule of Requirements</li> <li>Section VI Forms - Bid</li> <li>Section VII General Conditions of Contract (GCC)</li> <li>Section VIII Special Conditions of Contract (SCC)</li> <li>Section IX Contract Forms</li> </ul>
	7.2	National Bank of Pakistan is not responsible for the completeness of the bidding documents and their addenda, if they were not downloaded from the website of National Bank of Pakistan or received from the respective office.
	7.3	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.





8. Clarification of Bidding Documents	8.1	A prospective bidder requiring any clarification of the bidding documents may notify National Bank of Pakistan in writing or in electronic form that provides record of the content of communication at National Bank of Pakistan's address indicated in the BDS, at least one week before the bid opening date.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, National Bank of Pakistan for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting, may modify the Bidding Documents by issuing addenda.

### C. PREPARATION OF BIDS

10. Language of Bid	10.1	The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and National Bank of Pakistan shall be in English language.
11. Documents and Sample(s) Constituting the Bid	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of bid and bid prices completed in accordance with ITB 14 &amp; 15.</li> <li>b) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>c) Documentary evidence established in accordance with ITB 13.3(a) that the bidder has been authorized by the manufacturer to deliver the goods in Pakistan.</li> <li>d) Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the bidder are eligible goods and services, and conform to the Bidding Documents.</li> <li>e) Furnishing of Bid security.</li> </ul>
12. Documents Establishing Eligibility of Air Conditioners and Conformity to Bidding Documents	12.1	Bidder shall furnish, as part of its bid, all those documents establishing the eligibility, in conformity to the terms and conditions specified in the bidding documents for Air Conditioners and related accessories which the bidder proposes to deliver.
	12.2	<p>The documentary evidence of conformity of the Air Conditioners and related services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) A detailed description of the essential technical specifications and performance parameters of the Air Conditioners;</li> <li>b) A on NATIONAL BANK OF PAKISTAN's technical specifications demonstrating substantial responsiveness to those specifications, or a statement of deviations and exceptions to the provisions of the specifications, if applicable.</li> </ul>



13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract, if its Bid is accepted.
	13.2	Documentary evidence of the Bidder's eligibility to bid for satisfaction of NATIONAL BANK OF PAKISTAN that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	<p>The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of NATIONAL BANK OF PAKISTAN that:</p> <ul style="list-style-type: none"> <li>a) The Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan.</li> <li>b) The Bidder has the financial, technical, and supply capability necessary to perform the Contract, and meets the qualification criteria specified in BDS.</li> <li>c) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
14. Form of Bid	14.1	<p>Bidders shall fill the Bid Form furnished in the Bidding Documents. The forms must be completed without any alterations to its format and no substitute shall be accepted. Following information / copy of documents must be provided / attached with offer: -</p> <ul style="list-style-type: none"> <li>a. NTN/GST number be mentioned on the offer, copy of registration certificate issued by Sales Tax Department and Active Taxpayer list of FBR.</li> <li>b. All bid documents must be signed and stamped.</li> <li>c. OEM/principal agency authorization or dealership agreement must be provided.</li> </ul>
15. Bid Prices	15.1	Bid Prices quoted by the Bidder in the form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	Deliverables must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid.
	15.4	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.
	15.5	Bidder shall indicate on appropriate price schedule, the unit price and total bid price of the Air Conditioners/deliverables under the contract.



16. Bid Currency	16.1	Bidders shall quote all prices in Pakistan Rupees (PKR) only. If any bidder quotes the bid prices other than Pak Rupees, the interbank conversation rate in Pak Rupees (as determined by NBP) on the day of financial bid opening will be considered for calculating total bid amount in Pakistan Rupees (PKR) and for evaluating their bids.						
17. Bid Validity Period	17.1	Bids shall remain valid for 180 days after the Bid submission deadline prescribed by NATIONAL BANK OF PAKISTAN. A Bid valid for a shorter period shall be rejected as non-responsive.						
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, NATIONAL BANK OF PAKISTAN may request the Bidders consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. NBP's request and the Bidders response shall be made in writing or in electronic form that provide record of the content of communication.						
18. Bid Security	18.1	Bidder shall furnish as part of its Bid, a Bid Security amounting to following, in form of Bank Draft or Bank Guarantee; <table border="1" data-bbox="662 795 1396 907"> <thead> <tr> <th>S. No</th> <th>Branches</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NBP Pasni Branch Gwadar</td> <td>50,000/-</td> </tr> </tbody> </table>	S. No	Branches	Bid Security Amount	1	NBP Pasni Branch Gwadar	50,000/-
	S. No	Branches	Bid Security Amount					
	1	NBP Pasni Branch Gwadar	50,000/-					
	18.2	Any Bid not accompanied by a Bid Security in accordance with 18.1 shall be rejected as non-responsive.						
	18.3	Unsuccessful Bidders' Bid Security will be promptly discharged.						
18.4	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.							
18.5	Bid Security may be forfeited: a) if a Bidder: i) Withdraws its bid during the period of Bid Validity as specified by NATIONAL BANK OF PAKISTAN, ii) Does not accept the correction of errors b) in the case of a successful Bidder, if the Bidder fails: i) To sign the contract ii) To furnish performance security (or guarantee)							
19 Alternative Bids by Bidders	19.1	Alternatives bids will not be considered.						
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.						



21 Format and Signing of Bid	21.1	Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.2	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

22. Sealing and Marking of Bids	22.1	Bidder shall seal and mark the envelopes in accordance with the bidding procedure given in PPRA Rules 36 (a) i.e. Single Stage One Envelope.
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bid (ITB) title and number indicated in the BDS, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the BDS, pursuant to ITB 23.1.
	22.3	If envelope is not sealed and marked as required by ITB 22.2, or incorrectly marked, the National Bank of Pakistan will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Date for opening of bids and the last date for the submission of the bids, as given in the advertisement shall be the same. Bids shall be opened 30 minutes after the submission time.
	23.2	The National Bank of Pakistan may, at its discretion and as per PPRA Rules, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB 9, in which case all rights and obligations of the National Bank of Pakistan and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
24. Late Bids	24.1	Any Bid received by the National Bank of Pakistan after the deadline for submission of Bids prescribed by the National Bank of Pakistan will be rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	The Bidder may withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal of the Bids is received by the National Bank of Pakistan, prior to the deadline prescribed for submission of Bids.
	25.2	Revised bid may be submitted, in exceptional circumstances after the withdrawal of the original bid, before the deadline for submission of Bids.



### E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The National Bank of Pakistan will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	26.2	As in case of Single Stage One Envelope procedure, the Bidders names, the Bid prices, any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the National Bank of Pakistan may consider appropriate, will be announced by the Tender Opening Committee.
	26.3	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 National Bank of Pakistan against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.4	National Bank of Pakistan shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and specs of deliverables, the Bid price if applicable, confirmation of bid security or otherwise.
	26.5	The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
	26.6	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award 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 report.
	27.2	Any effort by a Bidder to influence the National Bank of Pakistan processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB Clause 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the National Bank of Pakistan 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.



<p>28. Clarification of Bids</p>	<p>28.1</p>	<p>To assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the National Bank of Pakistan 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 National Bank of Pakistan shall not be considered.</p>
	<p>28.2</p>	<p>The request for clarification and the response shall be in writing, or in electronic forms that provide record of the content of communication.</p>
<p>29. Preliminary Examination of Bids</p>	<p>29.1</p>	<p>Prior to the detailed evaluation of Bids, the National Bank of Pakistan will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria</li> <li>b) has been prepared as per format and contents defined by National Bank of Pakistan in the Bidding Documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by required securities; and</li> <li>e) is responsive to requirements of the Bidding Documents.</li> </ul>
	<p>29.2</p>	<p>A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. A material deviation or reservation is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, and quality of deliverables;</li> <li>b) limits in any substantial way, inconsistent with the Bidding documents, NATIONAL BANK OF PAKISTAN'S rights or the Bidders obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	<p>29.3</p>	<p>Provided that a Bid is substantially responsive, NATIONAL BANK OF PAKISTAN may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid, related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any such aspect of the Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
	<p>29.4</p>	<p>If a Bid is not substantially responsive, it will be rejected by the National Bank of Pakistan and may not subsequently be evaluated.</p>
<p>30. Examination of Terms and Conditions;</p>	<p>30.1</p>	<p>The National Bank of Pakistan shall examine the Bid to confirm that all specified terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>



	30.2	The National Bank of Pakistan shall evaluate the Bid, to establish that it conforms to all requirements specified in Section V- Technical Specifications, Schedule of Requirements, without material deviation or reservation.
31. Correction of Errors	31.1	<p>i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>a) if there is a discrepancy between unit price 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 National Bank of Pakistan 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;</p> <p>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</p> <p>c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>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.</p>
	31.2	The amount stated in the Bid will, be adjusted by the National Bank of Pakistan, in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder which shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited.
32. Evaluation of Bids	32.1	NATIONAL BANK OF PAKISTAN shall evaluate and compare the bids with required specifications. Only the Bids determined to be substantially responsive, shall be considered for further processing.
	32.2	<p>In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted will take account of one or more of the following factors as specified in the BDS:</p> <p>a) delivery schedule offered in the Bid</p> <p>b) deviations in payment schedule from that specified in the Special Conditions of Contract</p> <p>c) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the bid</p> <p>d) the projected operating and maintenance cost, during the life of the equipment.</p> <p>e) the performance and productivity of the equipment offered.</p>



33. Most Advantageous Bid	33.1	The Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
34. Post Qualification of Bidder and /or Abnormally low financial proposal	34.1	<p>Where the Bid price is considered to be abnormally low, NATIONAL BANK OF PAKISTAN 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:</p> <ul style="list-style-type: none"> <li>a) NATIONAL BANK OF PAKISTAN may reject a Bid, if 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 and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>b) Before rejecting an abnormally low Bid, NATIONAL BANK OF PAKISTAN 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;</li> <li>c) NATIONAL BANK OF PAKISTAN shall not incur any Liability solely by rejecting abnormally low Bid.</li> </ul>
<b>F. AWARD OF CONTRACT</b>		
35. Criteria of Award	35.1	<p>NBP will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3</li> <li>b) is determined to be qualified to perform the Contract satisfactorily</li> </ul>
36. Negotiations	36.1	<p>Negotiations may be undertaken with the bidder whose bid is Most Advantageous with regards to any of the following:</p> <ul style="list-style-type: none"> <li>(a) reduction of quantities for budgetary reasons</li> <li>(b) a minor amendment to the special conditions of Contract</li> <li>(c) finalizing payment arrangements</li> <li>(d) delivery arrangements</li> <li>(e) the methodology for provision of related services; or clarifying details that were not apparent or could not be finalized at the time of Bidding.</li> </ul>
37. Procuring Agency's Right to reject All Bids	37.1	National Bank of Pakistan reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	37.2	Notice of the rejection of all Bids shall be given promptly to all Bidders who have submitted Bids





	37.3	National Bank of Pakistan shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
38. Procuring Agency's Right to Vary Quantities at the Time of Award	38.1	National Bank of Pakistan reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
39. Notification of Award	39.1	Prior to the award of contract, the National Bank of Pakistan shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids
	39.2	Where no complaints have been lodged, the Bidder whose bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronically that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of deliverables as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	39.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) and signing of the contract.
	39.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) National Bank of Pakistan 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.
40. Signing of Contract	40.1	Promptly after notification of award, National Bank of Pakistan shall send the successful Bidder the draft agreement, incorporating all terms and conditions, as agreed by the parties to the contract.
41. Performance Security (Guarantee)	41.1	After receipt of letter of Acceptance from NATIONAL BANK OF PAKISTAN, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract.
	41.2	If the Performance Security (or Guarantee) is provided by the successful bidder and it shall be in the form specified in the BDS and shall be in any of the following:  a) Bank Draft b) Bank guarantee confirmed by a reputable local bank c) Bid Securing Bond
	41.3	Failure of the successful Bidder to ensure compliance of 41.1, same shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security in which NATIONAL BANK OF



		PAKISTAN may decide to award the contract to the next ranked Bidder, or call for new Bids.
42. Advance Payment	42.1	Advance payment will not be provided.
43. Arbitrator	43.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the documents.
44. Corrupt or Fraudulent Practices	44.1	NATIONAL BANK OF PAKISTAN as well as Bidders/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of this contract, and will avoid engaging in any corrupt and fraudulent practices.

#### G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW/MECHANISM

45. Constitution of Grievance Redressal	45.1	National Bank of Pakistan has a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints.
46. GRC Procedure	46.1	Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of PPRA Rules and the same shall be addressed by the GRC, well before the proposal submission deadline.
	46.2	Any Bidder feeling aggrieved by any act of NATIONAL BANK OF PAKISTAN after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days of the announcement of evaluation report.
	46.3	In case, the complaint is filed against technical evaluation report, the GRC shall suspend the procurement proceedings.
	46.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
	46.5	The GRC, in both cases shall investigate and decide upon the complaint within ten days of the receipt of the complaint.

#### H. MECHANISM OF BLACKLISTING

47. Mechanism of Blacklisting	47.1	NATIONAL BANK OF PAKISTAN can bar under Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: <ul style="list-style-type: none"> <li>a) Is Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>b) Fails to perform his contractual obligations; and</li> <li>c) Fails to abide by the securing declaration;</li> </ul>
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## SECTION III: BID DATA SHEET (BDS)

The following specific data for the goods 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 those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.		<p>National Bank of Pakistan.</p> <p>Supply &amp; Installation of Air Conditioners for NBP Pasni Branch Gwadar Region.</p> <p>Period for delivery of goods: 2-4 weeks after contract signing.</p> <p>Commencement date for delivery of Goods: After signing of the contract, delivery to be completed with 2-4 weeks.</p> <p>Delivery locations: NBP Head Office Building Karachi.</p>
2.		<p>Financial year for the operations: FY2023</p> <p>Financing institution: National Bank of Pakistan</p> <p>Name and identification number of the Contract: Supply &amp; Installation of Air Conditioners for NBP Pasni Branch Gwadar Region.</p>
4.	4.1	Maximum number of members in the joint venture, consortium or association shall be: Not Allowed.
5.	5.1	Ineligible country(s): India & Israel
6.	6.1	Bidder to provide authorization by manufacturer/supplier : Required
<b>B. Bidding Documents</b>		
7.		The number of documents to be submitted is one original and one copy
8.		<p>The address for clarification of Bidding Documents is:</p> <p>Divisional Head, Procurement Division, Logistics Communications &amp; Marketing group, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi Tel: 021-99220331, 38902435, 38902647</p>
<b>C. Preparation of Bids</b>		
9.	10.1	The Language of all correspondences and documents related to the Bid is English.



- 12            11.1            Following documents must be included with the Bid:
- a) Manufacturer's technical brochures of hardware and lubricants as well as letter of authorization from principle to bid the tender.
  - b) Details of standard years' manufacturer warranty
  - c) Bid security
  - d) Documents listed in 11.1 of ITB
13.            Other procurement specific documentation requirements are:
- a) Undertaking that quoted goods are genuine, brand new, and as per required specs
  - b) Provide an undertaking on legal stamp paper of Rs.100/- that "Bidder's company is not blacklisted by any organization or involved in any kind of lawsuits in this regard. (On Judicial Stamp paper)
  - c) Provision of valid Registration certificate for income tax and sales tax and also Active Taxpayer List of FBR.
14.            Qualification Criteria/Knock down criteria:
- Offers are liable to be rejected if: -
- a. Validity of offer is not quoted as required in Invitation to tender documents.
  - b. Any deviation from the General/ Special / Technical Instructions.
  - c. Offers are found conditional or incomplete in any respect.
  - d. Bid Security, if NOT attached.
  - e. Manufacturer's relevant brochures and technical details are not attached in support of specifications.
  - f. Offer received later than specified time
  - g. Subject to restriction of export license.
  - h. Offers containing non-initialed / unauthenticated amendments / corrections / overwriting.
  - i. If the validity of the agency agreement has expired.
  - j. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.
- 15            Firm and final price shall be quoted.
- 16            16.1            a) Financial Proposal will include rates of items / the quoted price in Pakistan Rupees (PKR). If any bidder quotes the bid prices other than Pak Rupees, the interbank conversation rate in Pak Rupees (as determined by NBP) on the day of bid opening will be considered for calculating total bid amount in Pakistan Rupees (PKR) and for evaluating their bids.
- b) Price Variation is not allowed during currency of Contract.
- 17            17.1            Bid validity period after opening of the Bid is 180 days.



18	18.1	<p><b>Bid Security is</b></p> <table border="1"> <thead> <tr> <th>S. No</th> <th>Branches</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supply &amp; Installation of Air Conditioners for NBP Pasni Branch Gwadar Region.</td> <td>50,000/-</td> </tr> </tbody> </table>	S. No	Branches	Bid Security Amount	1	Supply & Installation of Air Conditioners for NBP Pasni Branch Gwadar Region.	50,000/-
	S. No	Branches	Bid Security Amount					
1	Supply & Installation of Air Conditioners for NBP Pasni Branch Gwadar Region.	50,000/-						
18.1	Bid Security shall be in the form of Pay Order/Bank Draft.							
19	19.1	Alternative Bids are not permitted.						
20	20.1	Written confirmation of authorization/ valid authorization letter from manufacturer to sell deliverables in Pakistan						
<b>D. Submission of Bids</b>								
21		<p>Bid shall be submitted to:                      Divisional Head Procurement,                      Logistics Communications &amp; Marketing Group,                      3<sup>rd</sup> Floor, NBP Head Office, Karachi.                      Ph. 021-99220331: Ext. 99220100-2647 &amp; 2435</p>						
22		Title: Supply & installation of Air Conditioners for NBP Pasni Branch Gwadar Region.						
23		<p>The deadline for Bid submission is</p> <p>a) Day: Tuesday</p> <p>b) Date: November 07, 2023</p> <p>c) Time: 11:00 a.m.</p>						
<b>E. Opening and Evaluation of Bids</b>								
24.		<p>The Bid opening shall take place at:</p> <p>NBP Head Office, 3<sup>rd</sup> Floor, National Bank of Pakistan, Karachi.</p> <p>a) Day: Tuesday</p> <p>b) Date: November 07, 2023</p> <p>c) Time: 11:30 a.m.</p>						
25		<p><b>Evaluation Techniques</b>                      Bidding will be conducted in accordance with Rule 36 (a), Single Stage - One Envelop Procedure of Public Procurement Rules 2004 (PPR 2004)</p>						
26.		Delivery schedule. 2-4 weeks						



27. Part payment for partial delivery is NOT permitted

**F. Award of Contract**

28 Percentage for quantity can be increase or decrease as per PPRA rules.

29 41 Amount of Performance Guarantee 2% of the Contract value.

30 43.1 Arbitrator shall be appointed by mutual consent of the both parties.

**G. Review of Procurement Decisions**

31 The address of National Bank of Pakistan;  
Divisional Head Procurement,  
Logistics Communications & Marketing Group,  
3<sup>rd</sup> Floor, NBP Head Office, Karachi.  
Ph. 023-99220331: Ext: 99220100-2647 & 2435

32 The Address of PPRA to submit a copy of grievance: Grievance Redressal  
Appellate Committee, Public Procurement Regulatory Authority 1<sup>st</sup> Floor, G-  
5 /2, Islamabad, Pakistan Tel: +92-51-9202254



## SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government of Pakistan.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.ileip.gov.pk/Files/Visa%20Categories.aspx#L>



## Section V: TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS





**DETAILS OF OFFERED AIR CONDITIONERS**

(To be Filled -In by the Bidder)

Brand : \_\_\_\_\_

Model No. : \_\_\_\_\_

Offered Air Conditioners Manufactured /Assembled : \_\_\_\_\_

Country : \_\_\_\_\_

Capacity : \_\_\_\_\_

Name of Principal /Manufacturer : \_\_\_\_\_

No. of Years Bidder Associated with Principal : \_\_\_\_\_



Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (Inverter Type) (04 Nos.) for NBP Pasni Branch (0191) Gwadar Region

**PRICE SCHEDULE**

<b>BILL OF QUANTITIES (B.O.Q)</b>					
S. #	Description of Works	Qty.	Unit	Rate	Amount
1	Providing Split AC units 2ton Capacity, (Inverter Type) having net cooling capacity 24000 BTU with all accessories, safety valve, EER less than 3.0 or Equilent, etc etc having warranty of Five Years for Compressor and one Years for Parts , in all respect including transportation and all taxes.	2	Nos.		
2	Providing Split AC units 1ton Capacity, (Inverter Type) having net cooling capacity 12000 BTU with all accessories, safety valve, EER less than 3.0 or Equilent, etc having warranty of Five Years for Compressor and one Years for Parts , in all respect including transportation and all taxes.	4	Nos.		
3	Providing Split AC units 1.5ton Capacity, (Inverter Type) having net cooling capacity 18000 BTU with all accessories, safety valve, EER less than 3.0 or Equilent, etc having warranty of Five Years for Compressor and one Years for Parts , in all respect including transportation and all taxes.	4	Nos.		
4	Installation charges of Split AC units as pointed out by the Engineer with all accessories in all respect.	10	Nos.		
5	Copper Piping of Split AC units with all relevant accessories i.e. Electrical Control wire (Pakistan Cable, Pioneer cable or equilent), Aero flax Insulation, Pipe size 22 Gauge (Mulier USA or equilent) Pipe dia as per requirement and after verification of engineer etc. Payment will be made on actual measurement of piping and accessories.	250	Rft.		
6	Providing & Fixing of Iron Bracket for Outdoor units.	10	Sets		
				<b>To- tal</b>	

Name ..... in the capacity of .....



Signature of Bidder: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of .....

Dated on ..... day of ..... 20 .....

Note: In case of discrepancy between unit price and total, the unit price shall prevail.



**SCOPE OF SUPPLY /SCHEDULE OF REQUIREMENT**

**PROCUREMENT OF AIR CONDITIONERS**

S. No	Description	1 Ton (Inverter Type)	1.5 Ton (Inverter Type)	2 Ton (Inverter Type)	4 Ton	Total AC Requirements	Delivery sched- ule (shipment) in weeks
1	Supply & Installation of Air Conditioning Units of 2 Ton Capacity (Inverter Type) (02 Nos.), 1.5 Ton Capacity (Inverter Type) (04 Nos.) & 1 Ton Capacity (04 Nos.) for NBP Pasm Branch (0191) Gwadar Region	4	4	2	Nil	10	2-4 Weeks



## SECTION VI: STANDARD FORMS

### STANDARD FORMS FOR (Single Stage One Envelope Procedure)



## Table of Forms

**Letter of Bid – Bid Form**

**Bidder Information Form**

**Form of Bid Security**

**Form of Bid Security (Bid Bond)**

**Manufacturer's Authorization Form**



## Form of Bid

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver *[description of goods and services]* in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to ITB Clause 3.2.

We agree to abide by this Bid for the Bid Validity Period specified in BDS 17, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding Documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Name) \_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

