

# NATIONAL BANK OF PAKISTAN

PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR NBP MAIN BRANCH WAZIRÁBAD, GUJRÁNWALA (0418), RO GÚJRANWALA (TICKET#110510)

Standard Bidding Documents for Procurement of General Goods

Bidding Opening Procedure: PPRA Rule 36 (a)

INVITATION TO BIDS INSTRUCTIONS TO BIDDERS BID DATA SHEET ELIGIBLE COUNTRIES SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS STANDARD FORMS & PRICE SCHEDULES GENERAL CONDITIONS OF CONTRACT SPECIAL CONDITIONS OF CONTRACT CONTRACT FORMS CHECKLIST & ATTACHMENTS

(For the purpose of this tender, all references to manual processes and manual submission of tender/bid should be deemed to have been replaced with the processes and procedures in pursuant to E-Pak Acquisition & Disposal System (EPADS) and defined in E-PAK Procurement Regulation, 2023.)

This completed Bidding Documents; along with Bid Security Instrument and all necessary documents for the responsiveness of the bid as specified in the bidding documents; shall be submitted / uploaded on PPRA's EPADS Portal; before close of bid submission time.

May 2025

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# Standard Bidding Documents for Procurement of General Goods

#### PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

#### Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section contains provisions that are to be used without modifications.

#### Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

#### Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Schedule of Requirements & Technical Specifications This Section includes the details of specifications for the goods to be procured and schedule of requirements.

#### Section VI - Standard Forms of Bid

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

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

#### Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

#### Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

#### Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract. **Integrity Pact** 

The successful bidder shall be required to furnish Integrity Pact as per the attached format, provided the Contract Value is above Rs.10 M)

#### PART-C – CHECKLIST AND ATTACHMENTS

This Part contains list of requirements to be fulfilled and documents to be submitted by the bidder to comply the bid.

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# PART-A

# **BIDDING PROCEDURE & REQUIREMENTS**

# SECTION-I INVITATION TO BIDS

# NATIONAL BANK OF PAKISTAN



# PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O GUJRANWALA

National Bank of Pakistan, invites electronic bids from the original manufacturers or authorized distributors / suppliers, registered with Income Tax and Sales Tax Department for aforesaid procurement.
2. e-bidding documents as per regulations, containing detail terms and conditions, specifications and requirements etc. are available for the registered bidders on EPADS at <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a>.

3. The electronic bids, prepared in accordance to the instructions contained in the biding documents along with bid security (Rs. 138,960/-) instrument and required documents must be submitted by using EPADS on or before June 27, 2025 at 11:30 AM. Manual bids, shall not be accepted. In case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

4. Original Bid Security instrument MUST be submitted to the under signed before closing hours of the bids submission time otherwise respective bid will not be opened. Electronic Bids will be opened on the same day at **12:00 Noon** through **EPADS** in the presence of Procurement Committee and bidders who opt to participate at the following venue,

WING HEAD (Central & North) Procurement Division, Logistics Communications & Marketing Group, NATIONAL BANK OF PAKISTAN 26 McLagan Road, Lahore-Pakistan.

**Note:** Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at <u>https://eprocure.gov.pk.</u>

This advertisement is available on NBP website at <u>https://www.nbp.com.pk/TENDER</u> and PPRA website at <u>www.ppra.org.pk.</u>

WING HEAD (Central & North) Procurement Division, Logistics Communications & Marketing Group, NATIONAL BANK OF PAKISTAN Regional Head Quarters, 26 McLagan Road, Lahore-Pakistan| Direct: +92-42-99212694|PABX: +92-42-99210641|Ext: 3510 |

# SECTION-II INSTRUCTIONS TO BIDDERS (ITBs)



# SECTION II – INSTRUCTIONS TO BIDDERS (ITB) A – INTRODUCTION

# **A - INTRODUCTION**

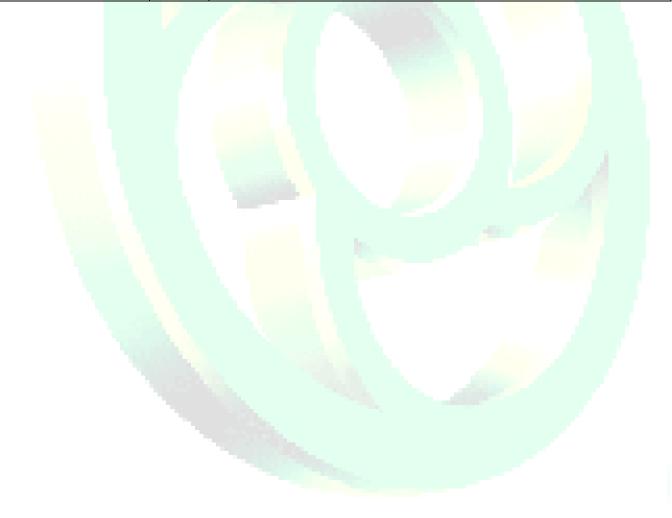
1 Coore of Did	1.1	The Procuring Agency (PA), as indicated in the <b>Bid Data Sheet</b> (BDS) hereinafter
1. Scope of Bid	1.1	referred to as <b>"NBP"</b> invites Bids for the provision of Goods as specified in the BDS
		and Section V – Schedule of Requirements & Technical Specifications. The
		successful Bidders will be expected to deliver the goods within the specified period
		and timeline(s) as stated in the <b>BDS</b> .
2. Sources of Funds	2.1	Sources of funds is referred in Clause-2 of Invitation to Bids
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public
		agency of Pakistan or any foreign country, or any combination of them with a
		formal existing agreement (on Judicial Papers) in the form of a joint venture,
		consortium, or association. In the case of a joint venture, consortium, or
		association, all members shall be jointly and severally liable for the execution of
		the Contract in accordance with the terms and conditions of the Contract. The
		joint venture, consortium, or association shall nominate a Lead Member as
		nominated in the BDS, who shall have the authority to conduct all business for
		and on behalf of any and all the members of the joint venture, consortium, or
		association during the Bidding process, and in case of award of contract, during
		the execution of contract.
		(The limit on the number of members of JV or Consortium or
		Association may be prescribed in BDS, in accordance with the guidelines issued by
	_	the PPRA).
	3.2	The appointment of Lead Membe <mark>r in the joint v</mark> enture, consortium, or association
		shall be confirmed by submission <mark>of a valid P</mark> ower of Attorney to the <b>NBP</b> .
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or
		association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate
		the part of proposed contract to be performed by each party and each party
		shall be evaluated (or post qualified if required) with respect to its contribution
		only, and the responsibilities of each party shall not be substantially altered without
		prior written approval of the <b>NBP</b> and in line with any instructions issued by the
		Auth <mark>ority.</mark>
	3.5	The invitation for Bids is open to all prospective supplier, manufacturers or
		authorized agents/dealers subject to any provisions of incorporation or licensing by
		the respective national incorporating agency or statutory body established for that
		particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national
		incorporating body or the statutory body, before participating in the
		national/international competitive tendering with the exception of such
		procurements made by the foreign missions of Pakistan. For such purpose the
		bidder must have to initiate the registration process before the bid submission
		and the necessary evidence shall be submitted to the NBP along with their bid,
		however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict
	0.7	of interest shall be disqualified. A Bidders may be considered to have a conflict
		of interest with one or more parties in this Bidding process, if they:
		or interest with one of more parties in this bluuning process, if they.

## SECTION II – INSTRUCTIONS TO BIDDERS (ITB) A – INTRODUCTION

	1	A – INTRODUCTION
		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 the NBP to provide
		consulting services for the preparation of the design, specifications and other
		documents to be used for the procurement of the goods to be purchased
		under this Invitation for Bids.
		b) have controlling shareholders in common; or
		c) receive or have received any direct or indirect subsidy from any of them; or
		d) have the same legal representative for purposes of this Bid; or
		e) 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
		NBP regarding this Bidding process; or
		f) Submit more than on <mark>e bid in this Bi</mark> dding process.
	3.8	A Bidder may be ineligible if –
		a) he is declared bankrupt or, in the case of company or firm, insolvent;
		b) payments in favor of the Bidder is suspended in accordance with the judgment
		of a court of law other than a judgment declaring bankruptcy and resulting (in
		accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
		c) legal proceedings are instituted against such Bidder involving an order
		suspending payments and which may result, in accordance with the national
And the second second		laws, in a declaration of bankruptcy or in any other situation entailing the total
		or partial loss of the right to administer and dispose of the property;
		d) the Bidder is convicted, by a final judgment, of any offence involving
		e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and
		fraudulent practices, or performance failure or due to involvement in compt and
		declaration.
		f) The firm, supplier and contractor is blacklisted or debarred by a foreign country,
		international organization, or other foreign institutions for the p <mark>er</mark> iod defined
		by them.
	3.9	Bidders shall provide to the <b>NBP</b> evidence of their eligibility, proof of compliance
	2.40	with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction
	2 1 1	of the NBP, as the NBP shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities
		of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods	4.1	
and Related		All goods and related services to be supplied under the contract shall have their arigin in aligible source countries, and all expenditures made under the contract
		origin in eligible source countries, and all expenditures made under the contract
Services		will be limited to such goods and services. For purpose of this Bid, ineligible
	4.2	countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods
		are mined, grown, cultivated, produced, manufactured, or processed, or through
		manufacture, procession, or assembly, another commercially recognized article
		results that differs substantially in its basic characteristics from its imported
		components or the place from where the related services are/to be supplied.

#### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) A – INTRODUCTION

4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the	
	goods and services shall not determine the origin of the goods.	
4.4	To establish the eligibility of the Goods and the related services, Bidders	
	shall fill the country of origin declarations included in the Form of Bid.	
4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly	
	authorized by the manufacturer of the goods to deliver in Pakistan (or in respective	
	country in case of procurement by the Pakistani Missions abroad), the goods	
	indicated in its Bid.	
5.1	A bidder shall submit only one Bid, in the same bidding process, either individually	
	as a Bidder or as a member in a joint venture or any similar arrangement.	
5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a	
	member of a joint venture in the same Bidding process.	
5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the	
	same bidding process.	
6.1	The Bidder shall bear all costs associated with the preparation and submission of	
	its Bid, and the NBP shall in no case be responsible or liable for those costs,	
	regardless of the conduct or outcome of the bidding process.	
	4.4 4.5 5.1 5.2 5.3	



	1	<u>B – BIDDING DOCUMENTS</u>
7. Contents of Bidding Documents	7.1	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 issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section I -Invitation to Bidders (ITBs) Section III Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Standard Forms of Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.3	The <b>NBP</b> is not responsible for the completeness of the Bidding Documents and their addenda, if they were not downloaded from the website of the <b>NBP</b> or EPADS.
	7.4	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 the NBP; in writing through EPADS that provides record of the content of communication at the NBP's address indicated in the BDS.
	8.2	The <b>NBP</b> will within Three (03) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than Three (03) working days prior to the deadline for the submission of Bids as prescribed in <b>ITB 23.1.</b> However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the NBP's response will be forwarded to all identified Prospective Bidders through an identified source of communication i.e. EPADS, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PPRA, the response of all such queries will also be available on the same link available at the website. – Note: All responses will only be processed through EPADS.
	8.4	Should the NBP deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9.
	8.5	If indicated <b>in the BDS</b> , the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned <b>in the BDS</b> . During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other

# **B – BIDDING DOCUMENTS**

#### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) B – BIDDING DOCUMENTS

		aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, 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 prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the <b>NBP</b> exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of	9.1	Before the deadline for submission of Bids, the NBP for any reason, whether
Bidding		at its own initiative or in response to a clarification requested by a prospective
Documents		Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> 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 <b>NBP</b> . The <b>NBP</b> shall promptly publish the Addendum at the <b>NBP</b> 's web page identified in the BDS: 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.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the NBP may, at its discretion, extend the deadline for the submission of Bids: Provided that the NBP shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) working days of the Bid submission deadline.

# **C – PREPARATION OF BIDS**

		<u>C – PREPARATION OF BIDS</u>
10. Language of Bid 11. Documents and Samples(s) Constituting the Bid	10.1	<ul> <li>The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NBP shall be written in the English language unless specified in the BDS. 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 unless specified in the BDS. In which case, for purposes of interpretation of the Bidder, the translation shall govern.</li> <li>The Bid prepared by the Bidder shall constitute the following components: -</li> <li>a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;</li> <li>b) Details of the Sample(s) where applicable and requested in the BDS.</li> <li>c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Documentary evidence established in accordance with ITB 13.3(a) that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacture of those goods;</li> <li>e) 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>f) Bid security or Bid Securing Declaration furnished in accordance with ITB 18;</li> <li>g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submitthe bid; and h) Any other document required in the BDS.</li> <li>Where a sample(s) is required by a NBP, the sample shall be:</li> <li>a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</li> <li>b) carriage paid;</li> <li>c) received on, or before, the closing time and date for the submission of bids; and he BDS.</li> <li>c) received on or before, the closing time and date for the submission of bids; and he BDS.</li> <li>The NBP</li></ul>
	11.3	reject the Bid if the sample(s)- a) do(es) not conform to all characteristics prescribed in the bidding documents; and
	11.4	mentioned in the Bid Data Sheet. Where it is not possible to avoid using a propriety article as a sample, a Bidder
		shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a <b>NBP</b> shall not be returned to a Bidder nor shall a <b>NBP</b> be liable for the cost of making them.

		C – PREPARATION OF BIDS
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the <b>NBP</b> till thirty (30) calendar days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related	12.1	Pursuant to <b>ITB 11</b> , the 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 all goods and related services which the Bidder proposes to deliver. The documentary evidence of the eligibility of the goods and related services shall
Services and Conformity to Bidding		consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
Documents	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:
		<ul> <li>a) detailed d e s c r i p t i o n o f t h e e s s e n t i a l t e c h n i c a l specifications and performance characteristics of the Goods;</li> <li>b) an item-by-item commentary on the NBP's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</li> <li>c) any other procurement specific documentation requirement as stated in the BDS.</li> </ul>
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in</b> <b>the BDS</b> following commencement of the use of the goods by the NBP.
	12.5	For purposes of the commentary to be furnished pursuant to ITB 12.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the NBP in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the NBP's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of	13.1	Pursuant to <b>ITB 11</b> , 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.
the Bidder	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the <b>NBP</b> 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".

		C – PREPARATION OF BIDS
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract
		if its Bid is accepted shall establish to the satisfaction of <b>NBP</b> that:
		a) in the case of a Bidder offering to deliver goods under the contract which the
		Bidder did not manufacture or otherwise produce, the Bidder has been
		duly authorized by the goods' Manufacturer or producer to deliver the goods
		in Pakistan;
		b) the Bidder has the financial, technical, and $supply/production$ capability
		necessary to perform the Contract, meets the qualification criteria specified
		in <b>BDS</b> .
		c) in the case of a Bidder not doing business within Pakistan, the Bidder is or
		will be (if awarded the contract) represented by an Agent in Pakistan
		equipped, and able to carry out the Supplier's maintenance, repair, and
		spare parts-stocking obligations prescribed in the Conditions of Contract
		and/or Technical Specifications.
		d) that the Bidder meets the qualification criteria listed in the <b>BDS</b> .
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents.
		The Bid Form must be completed without any alterations to its format and
		no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts 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	All items in the Statement of Work 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, and provided that the Bid is still substantially responsive in their absence
		or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to
		be the price of those missing item(s):
		Provided that:
		a) where there is only one (substantially) responsive bidder, or
		b) where there is provision for alternate proposals and the respective items
		are not listed in the other bids,
		the NBP may fix the price of missing items in accordance with market survey,
		and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b>
		shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where
	10.5	applicable) and total Bid price of the goods it proposes to deliver under the
		contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the
		following manner:
		a) Forgoods manufactured from within Pakistan (or
		within the country where procurement is being done in case of foreign missions
		abroad):
		i) the price of the goods quoted EXW (ex-works, ex- factory, ex-
		warehouse, ex-showroom, or off-the-shelf, as applicable), including all
		customs duties and sales and other taxes already paid or payable:

1	C – PREPARATION OF BIDS
	A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or
	B. on the previously imported goods of foreign origin quoted ex- warehouse, ex-showroom, or off-the-shelf.
	ii) all applicable taxes which will be payable on the goods if the contract is awarded.
	<ul> <li>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the <b>BDS</b>.</li> </ul>
	iv) the price of other (incidental or allied) services, if any, listed in the <b>BDS</b> .
	b) For goods offered from abroad:
	i) the price of the goods shall be quoted CIF named port of destination,
	or CIP border point, or CIP named place of destination, in the NBP's
	country, as specified in the BDS. In quoting the price, the Bidder shall
	be free to use transportation through carriers registered in any eligible
	countries. Similarly, the Bidder may obtain insurance services from any
	eligible source country. or
	ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>BDS</b> . or
	iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the <b>BDS.</b>
	iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the <b>BDS</b> .
	v) the price of (incidental) services, if any, listed in the <b>BDS</b> .
15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation
	shall be solely for the purpose of facilitating the comparison of Bids by the
	NBP. This, shall not in any way limit the NBP's right to contract on any of the
	terms and conditions offered: -
	a) For Goods: -
	i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the <b>BDS</b>
	ii) all sustants duties, cales tay, and other tayes emplicable on reads or
	ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or
	assembly, if the contract is awarded to the Bidder, and
	b) For Related Services
	i) The price of the related services, and
	ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or
15.8	payable, on the related services, if the contract is awarded to the Bidder. 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, pursuant
	to ITB 28.
15.9	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are
	being invited for individual contracts (Lots) or for any combination of contracts

		C – PREPARATION OF BIDS
		(packages), Bidders wishing to offer any price reduction for the award of more
		than one contract shall specify in their Bid the price reductions applicable to each
		package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies:
		a) For goods and services that the Bidder will deliver from within Pakistan, the
		prices shall be quoted in Pakistani Rupees, unless otherwise specified in the
		BDS.
		b) For goods and related services that the Bidder will deliver from outside
		Pakistan, or for imported parts or components of goods and related
		services originating outside Pakistan, the Bid prices shall be quoted in any
		freely convertible currency of another country. If the Bidder wishes to be
		paid in a combination of amounts in different currencies, it may quote its
		price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price
	10.2	shall be converted into a single currency specified in the bidding documents.
		The rate of exchange shall be the selling rate, prevailing on the date of opening of
		(financial part of) bids specified in the bidding documents, as notified by the State
		Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the
		Bid.
	16.4	Bidders may be required by the NBP to clarify their foreign currency requirements
		and to substantiate that the amounts included in Lump Sum and in the SCC are
		reasonable and responsive to ITB 16.1.
17. Bid Validity	17.1	Bids shall remain valid for the period specified in the BDS after the Bid
Period		submission deadline prescribed by the <b>NBP</b> . A Bid valid for a shorter period shall
i chida		be rejected by the NBP as non-responsive. The period of Bid validity will be
		determined from the complementary bid securing instrument i.e. the expiry period
		of bid security orbid securing declaration as the case may be.
	17.2	
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity
		period, the <b>NBP</b> 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. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The
		Bid Security provided under <b>ITB 18</b> shall also be suitably extended. A Bidder
		may refuse the request without forfeiting its Bid security or causing to be executed
		its Bid Securing Declaration. A Bidder agreeing to the request will not be required
		nor permitted to modify its Bid, but will be required to extend the validity of its Bid
		Security or Bid Securing Declaration for the period of the extension, and in
		compliance with <b>ITB 18</b> in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) calendar days beyond
		the expiry of the initial Bid validity period, the contract price may be adjusted by
		a factor specified in the request for extension. However, the Bid evaluation
		shall be based on the already quoted Bid Price without taking into consideration
		on the above correction.
18. Bid Securing or	18.1	Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish
Bid Securing		as part of its Bid, a Bid Security in form of fixed amount not exceeding five
Declaration		percent of the estimated value of procurement determined by the NBP and in
		the amount and currency specified in the BDS or Bid Securing Declaration as
		specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	18.2	The Bid Security or Bid Securing Declaration is required to protect the NBP
		against the risk of Bidder's conduct which would warrant the security's forfeiture,

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	40.0	pursuant to <b>ITB 18.9.</b>
	18.3	The Bid Security shall be denominated in the local currency
		or in another freely convertible currency, and it shall be in the form specified
		in the <b>BDS</b> which shall be in any of the following:
		a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled
		bank in the form provided in the Bidding Documents or another form
		acceptable to the NBP and valid for twenty-eight
		(28) calendar days beyond the end of the validity of the Bid. This shall also
		apply if the period for Bid Validity is extended. In either case, the form must
		include the complete name of the Bidder;
		b) a cashier's or certified cheque; or
		C) another security if indicated in the <b>BDS</b>
		c) another security in indicated in the <b>BDS</b>
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form
		of the Bid Security or Bid Securing Declaration included in Section VI (Standard
		Forms) or another form approved by the <b>NBP</b> prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the NBP in case
		any of the conditions listed in ITB 18.9 are invoked.
	<mark>18</mark> .6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in
		accordance with ITB 18.1 or 18.3 shall be rejected by the NBP as non- responsive,
		pursuant to ITB 28.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as
		possible, however in no case later than thirty (30) calendar days after the
And the second		expiration of the period of Bid Validity prescribed by the NBP pursuant to ITB
		17. The NBP 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 expi <mark>ry o</mark> f the Bid Security;
		b) the entry into force of a procurement contract and the provision of a
		performance security (or guarantee), for the performance of the contract
		if such a security (or guarantee), is required by the Biding documents;
		C) the rejection by the <b>NBP</b> of all Bids;
		d) the withdrawal of the Bid prior to the deadline for the submission of
		Bids, unless the Biding documents stipulate that no such withdrawal
		is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing
	10.0	the contract pursuant to <b>ITB 41,</b> or furnishing the performance security (or
	10.0	guarantee), pursuant to <b>ITB 42</b> .
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed:
		a) if a Bidder:
		i) withdraws its Bid during the period of Bid Validity as specified by the NBP,
		and referred by the bidder on the Form of Bid except as provided for
		in <b>ITB 17.2</b> ; or
		ii) does not accept the correction of errors pursuant to ITB 30.3; or
		,
		b) in the case of a successful Bidder, if the Bidder fails:
		$\dot{i}$ to sign the contract in accordance with <b>ITB 41</b> ; or
		, 5

	1	•••
		<ul> <li>ii) to furnish performance security (or guarantee) in accordance with ITB</li> <li>42.</li> </ul>
19. Alternative Bids	19.1	Bidders shall submit offers that comply with the requirements of the Bidding
by Bidders		Documents, including the basic Bidder's technical design as indicated in the
by bladers		specifications and Schedule of Requirements. Alternatives will not be considered.
		unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail
	19.2	When alternative schedule for delivery of goods is explicitly invited, a
	15.2	
		statement of that effect will be included in the BDS as will the method for
		evaluating different schedule for delivery of goods.
	19.3	If so allowed in the BDS, Bidders wishing to offer technical alternatives to the
		requirements of the Bidding Documents must also submit a Bid that complies
		with the requirements of the Bidding Documents, including the basic technical
		design as indicated in th <mark>e specification</mark> s. In addition to submitting the basic Bid, the
		Bidder shall provide all information necessary for a complete evaluation of the
		alternative by the <b>NBP</b> , including technical specifications, breakdown of prices, and
		other relevant details. Only the technical alternatives, if any, of the Most
		Advantageous Bidder conforming to the basic technical requirements (without
	20.4	altering the bid price) shall be considered by the NBP.
20. Withdrawal,	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify
Substitution		its Bid after it has been submitted through EPADS.
and		
Modification of	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned
Bids		unopened to the Bidders.
21. Format and	21.1	The Bidder shall prepare an original and the number of copies of the Bid as
Signing of Bid		indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate.
		In the event of any discrepancy between them, the original shall prevail:
		Provided that except in Single Stage One Envelope Procedure, the Bid shall
	24.2	include only the copies of technical proposal.
	21.2	The original and the copy or copies of the 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 in the BDS 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.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are
		signed by the person or persons signing the Bidder.

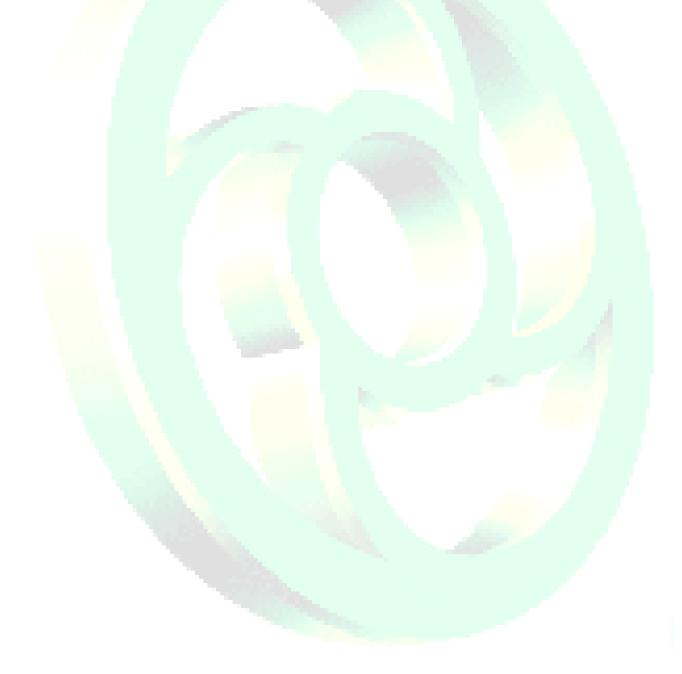
#### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) D – SUBMISSION OF BIDS

	-	<u>D – SUBMISSION OF BIDS</u>
22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, 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. Note: The envelopes shall be sealed and marked in accordance with the bidding
		procedure adopted as referred in Rule-36 of PPR-2004.
		Note: The submission of bids will only be done through EPADS. No physical
		submission is accepted; except Original Bid Security Instrument.
	22.2	The inner and outer envelopes shall:
		<ul> <li>a) be addressed to the NBP at the address given in the BDS; and</li> <li>b) bear the title of the subject procurement or Project name, as the case may be as indicated in the BDS, the Invitation to Bids (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.</li> </ul>
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in
		separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
	22.4	(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
100	22.4	The inner and outer envelopes shall: a) be addressed to the <b>NBP</b> at the address provided in the Bidding Data;
		b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to ITB 23.1.
		C) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.24
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the <b>NBP</b> will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for	23.1	Bids shall be received by the NBP no later than the date and time specified in
Submission of	22.2	the BDS.
Bids	23.2	The <b>NBP</b> may, in exceptional circumstances and at its discretion, extend the 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 <b>NBP</b> and Bidders previously subject to the deadline will thereafter be subject to the new
		deadline.

# **D – SUBMISSION OF BIDS**

## SECTION II – INSTRUCTIONS TO BIDDERS (ITB) D – SUBMISSION OF BIDS

24. Late Bids	24.1	The <b>NBP</b> shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 23</b> .
	24.2	Any Bid received by the <b>NBP</b> after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written
Bids	1	notice of the withdrawal of the Bid, is received by the <b>NBP</b> prior to the deadline
		for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance
		with the provisions referred in ITB 22.



# **E – OPENING AND EVALUATION OF BIDS**

<u>E – OPENING AND EVALUATION OF BIDS</u>		
26. Opening of Bids	26.1 26.2	The <b>NBP</b> will open all Bids through EPADS, 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 in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance. 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 and is read out at bid opening.
	26.3	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 and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification 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.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the <b>NBP</b> may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the <b>NBP</b> will open the Technical Proposals electronically through PPRA EPADS, in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the <b>NBP</b> until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals 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 of a Bid Security, if required; and (d) Any other details as the <b>NBP</b> may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered

		E – OPENING AND EVALUATIO OF BIDS
		further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	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 <b>NBP</b> against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids uploaded through EPADS, pursuant to ITB 24.
	26.11	The <b>NBP</b> 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 or Bid Securing Declaration.
	26.12	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. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the <b>NBP</b> , shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
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 <b>NBP</b> processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the <b>NBP</b> 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.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post- qualification if applicable) of the Bidders, the <b>NBP</b> may, 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 <b>NBP</b> shall not be considered.
	28.2	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 Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage

		E – OPENING AND EVALUATIO OF BIDS
		One Envelope Procedure, only the correction of arithmetic errors discovered by
		the <b>NBP</b> in the evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	28.3	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.
	22.4	f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder
		wishes to contact the NBP on any matter related to the Bid it should do so in
		writing or in electronic forms that provide record of the content of
	20.4	communication.
29. Preliminary	29.1	Prior to the detailed evaluation of Bids, the <b>NBP</b> will determine whether each
Examination of		Bid:
Bids		a) meets the eligibility criteria defined in ITB 3 and ITB 4;
		b) has been prepared as per the format and contents defined by the NBP in
		the Bidding Documents;
		c) has been properly signed;
11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		d) is accompanied by the required securities; and
		e) is substantially responsive to the requirements of the Bidding Documents.
		The NBP's determination of a Bid's responsiveness will be based on the contents
		of the Bid its <mark>elf.</mark>
	29.2	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
		Services;
		b) limits in any substantial way, inconsistent with the Bidding Documents, the
		<b>NBP's rights or the Bidders obligations under the Contract; or presenting substantially responsive Bids.</b>
		c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The <b>NBP</b> will confirm that the documents and information specified under ITB
	25.5	11, 12 and 13 have been provided in the Bid. If any of these documents or
		information is missing, or is not provided in accordance with the Instructions to
		Bidders, the Bid shall be rejected.
	29.4	The NBP 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.
		Explanation: A minor informality, non-conformity or
		irregularity is one that is merely a matter of form and not of substance. It also

<ul> <li>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 NBP 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 NBP. Examples of minor informalities or irregularities include failure of a bidder to –</li> <li>(a) Submit the number of copies of signed bids required by the invitation;</li> <li>(b) Furnish required information concerning the number of its employees;</li> <li>(c) 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.</li> <li>29.5</li> <li>Provided that a Technical Bid is substantially responsive, the NBP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation or such nonconformities shall not be related to</li> </ul>
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information or documentation on such nonconformities shall not be related to
any such aspect of the technical 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.
29.6 Provided that a Technical Bid is substantially responsive, the NBP shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial
Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes
only, to reflect the price of the missing or nonconforming item or component.
29.7 If a Bid is not substantially responsive, it will be rejected by the NBP and may not
subsequently be evaluated for complete technical responsiveness.
<b>0. Examination of</b> 30.1 The NBP shall examine the Bid to confirm that all terms and conditions specified
Terms and in the GCC and the SCC have been accepted by the Bidder without any material
Conditions; deviation or reservation.
<b>Technical</b> 30.2 The NBP shall evaluate the technical aspects of the Bid submitted in accordance
Evaluation with ITB 22, to confirm that all requirements specified in Section V – Schedule of
Requirements, Technical Specifications of the Bidding Documents have been met
without material deviation or reservation.
30.3 If after the examination of the terms and conditions and the technical evaluation,
the <b>NBP</b> determines that the Bid is not substantially responsive in accordance with
ITB 29, it shall reject the Bid.
<b>1. Correction of</b> 31.1 Bids determined to be substantially responsive will be checked for any arithmetic
Errors errors. Errors will be corrected as follows: -
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 <b>NBP</b> 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

	1	E – OPENING AND EVALUATIO OF BIDS
		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.
	31.2	
	51.2	The amount stated in the Bid will, be adjusted by the <b>NBP</b> in accordance with
		the above procedure for the correction of errors and, with, the concurrence of
		the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not
		accept the corrected amount, its Bid will then be rejected, and the Bid Security
		may be forfeited or the Bid Securing Declaration may be executed in accordance
		with <b>ITB 18.9.</b>
32. Conversion to	32.1	To facilitate evaluation and comparison, the NBP will convert all Bid prices
Single Currency		expressed in the amounts in various currencies in which the Bid prices are
		payable. For the purposes of comparison of bids quoted in different currencies, the
		price shall be converted into a single currency specified in the bidding documents.
		The rate of exchange shall be the selling rate, prevailing on the date of opening of
		(financial part of) bids specified in the bidding documents, as notified by the State
		Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the
	•=	purpose of evaluation, along with the source and date of the exchange rate, are
		specified in the <b>BDS</b> .
22 Evoluation of	33.1	The <b>NBP</b> shall evaluate and compare only the Bids determined to be substantially
33. Evaluation of	55.1	responsive, pursuant to <b>ITB 29</b> .
Bids		
	33.2	In evaluating the Technical Proposal of each Bid, the NBP shall use the
		criteria and methodologies listed in the BDS and in terms of Statement of
		Requirements and Technical Specifications. No other evaluation criteria or
		methodologi <mark>es s</mark> hall be permitted.
	33.3	The NBP's evaluation of a Bid will take into account:
		a) in the case of goods manufactured in Pakistan or goods of foreign origin
		already imported in Pakistan, Income Tax, General Sales Tax and other
		s <mark>imilar/app</mark> licable taxes, which will be payable on th <mark>e goods if a c</mark> ontract is
		awarded to the Bidder;
		b) in the case of goods of foreign origin offered from abroad, customs duties
		and other similar import taxes which will be payable on the goods if the
		contract is awarded to the Bidder; and
	33.4	The comparison shall be between the EXW price of the goods offered from
	55.4	
		within Pakistan, such price to include all costs, as well as duties and taxes
		paid or payable on components and raw material incorporated or to be
		incorporated in the goods, and named port of destination, border point, or
		named place of destination) in accordance with applicable INCOTERM in the price
		of the goods offered from outside Pakistan.
	33.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid
		price quoted in accordance with ITB 15.1, take account of one or more of the
		following factors as specified in the BDS, and quantified in ITB 33.6:
		a) Cost of inland transportation, insurance, and other costs within the Pakistan
		incidental to delivery of the goods to their final destination.
	•	· · · · · · · · · · · · · · · · · · ·

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	b) delivery schedule offered in the Bid;
	c) deviations in payment schedule from that specified in the Special Conditions
	of Contract;
	d) the cost of components, mandatory spare parts, and service;
	e) the availability (in Pakistan) of spare parts and after-sales services for the
	equipment offered in the Bid;
	f) the projected operating and maintenance costs during the life of the
	equipment;
	g) the performance and productivity of the equipment offered; and/or
	h) other specific criteria indicated in the TBS and/or in the Technical
	Specifications.
33.6	For factors retained in <b>BDS</b> , pursuant to <b>ITB 33.5</b> one or more of the following quantification methods will be applied, as detailed in the <b>BDS</b> :
	(a) Inland transportation from EXW/port of entry/border point, Insurance and
	incidentals.
	Inland transportation, insurance, and other incidental costs for delivery of
	the goods from EXW/port of entry/border point to Project Site named in
	the <b>BDS</b> will be computed for each Bid by the PA on the basis of published
	tariffs by the rail or road transport agencies, insurance companies, and/or
	other appropriate sources. To facilitate such computation, Bidder shall
	furnish in its Bid the estimated dimensions and shipping weight and the
	approximate EXW or as per applicable INCOTERM value of each package.
	The above cost will be added by the <b>NBP</b> to EXW or as per applicable
	INCOTERM price.
	(b) Delivery schedule.
	${ m i})$ The NBP requires that the goods under the Invitation for Bids shall be
	delivered (shipped) at the time specified in the Schedule of
	Requirements. The estimated time of arrival of the goods at the Project
	Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting
	in such time of arrival as the base, a delivery "adjustment" will be
	calculated for other Bids by applying a percentage, specified in the
	BDS, of the EXW or as per applicable INCOTERM price for each week of
	delay beyond the base, and this will be added to the Bid price for
	evaluation. No credit shall be given to early delivery.
	Or
	ii) The goods covered under this invitation are required to be delivered
	(shipped) within an acceptable range of weeks specified in the Schedule
	of Requirement. No credit will be given to earlier deliveries, and
	Bids offering delivery beyond this range will be treated as non-
	responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of
	Bids offering deliveries later than the earliest delivery period
	specified in the Schedule of Requirements.

Or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

#### (C) Deviation in payment schedule.

 i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The NBP may consider the alternative payment schedule offered by the selected Bidder.

Or

ii) The SCC stipulates the payment schedule offered by the NBP. If a Bid deviates from the schedule and if such deviation is considered acceptable to the NBP, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.

#### (d) Cost of spare parts

i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Bid, will be added to the Bid price.

#### Or

ii) The NBP will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price.

#### Or

iii) The NBP will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the NBP or other NBP's in similar situations. Such costs shall be added to the Bid price for evaluation.

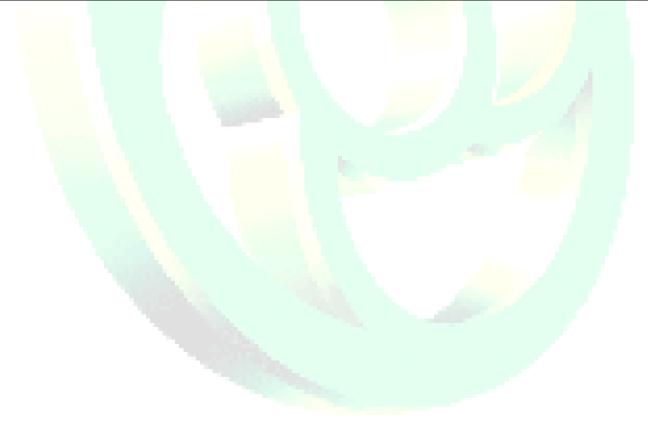
#### (e) Spare parts and after sales service facilities in Pakistan

The cost to the **NBP** of establishing the minimum service facilities and parts inventories, as outlined in the **BDS** or elsewhere in the Bidding Documents, if quoted separately, shall be added to the Bid price.

<b></b>		E – OPENING AND EVALUATIO OF BIDS
		<ul> <li>(f) Operating and maintenance costs</li> <li>Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.</li> <li>(g) Performance and productivity of the equipment. <ul> <li>i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the BDS will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the BDS or in the Technical Specifications.</li> </ul> </li> <li>ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the BDS or in the Technical Specifications.</li> </ul>
		(h) <i>Specific additional criteria</i> . Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>BDS</b> and/or the Technical
		Specifications.
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.
34. Domestic	34.1	If the <b>BDS</b> so specifies, the <b>NBP</b> will grant a margin of preference to certain goods
Preference		in line with the rules, regulations, regulatory guides or instructions issued by the
		Author <mark>ity from time</mark> to time.
35. Determination	35.1	In case where the NBP adopts the Cost Based Evaluation Technique and, the Bid
of Most		with the lowest evaluated price-from amongst those which are eligible, compliant
Advantageous		and substantially responsive shall be the Most Advantageous Bid.
Bid		
	35.2	The NBP may adopt the Quality & Cost Based Selection Technique due to
		the following two reasons:
		i) Where the NBP knows about the main features, usage and output of the
		products; however not clear about the complete features, technical
		specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
		ii) Where the NBP, in addition to the mandatory requirements and

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		mandatory technical specifications, requires parameters specified in
		Evaluation Criteria to be evaluated while determining the quality of the
		goods:
		In such cases, the NBP may allocate certain weightage to these factors as a
		part of Evaluation Criteria, and may determine the ranking of the bidders on
		the basis of combined evaluation in accordance with provisions of Rule $2(1)(h)$
		of PPR-2004.
	26.4	
36. Post-	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was
qualification of		undertaken separately nor any qualification parameters were undertaken as
Bidder and/or		part of determining the Most Advantageous Bid, the NBP shall carry out the
Abnormally Low		post-qualification of the Bidder using only the requirements specified in the <b>BDS</b> .
Financial		In case of International Tendering, the parameters for incorporation or licensing
Proposal		within Pakistan may be fulfilled as part of post qualification.
	36.2	Where the Bid price is considered to be abnormally low, the <b>NBP</b> shall perform
	50.2	
		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 NBP may reject a Bid if the NBP 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
		procurement or ancillary services) 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 NBP 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 <b>NBP</b> to reject a Bid and reasons for the decision shall be
		recorded in the procurement proceedings and promptly communicated to the
		B <mark>idder conc</mark> erned;
		d) The <b>NBP</b> shall not incur any liability solely by rejecting abnormally Bid; and
		e) An abnormally low Bid means, in the light of the NBP'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.
		Cuideness for NDD
		Guidance for NBP:
		In order to identify the Abnormally Low Bid (ALB) following approaches can be
		considered to minimize the scope of subjectivity:
		(i) Comparing the bid price with the cost estimate;
		(ii) Comparing the bid price with the bids offered by other bidders
		submitting substantially responsive bids; and
		$(\mathrm{iii})$ Comparing the bid price with prices paid in similar contracts in the

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	recent past either government- or development partner-funded.
36.3	The $\ensuremath{NBP}$ 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 the criteria listed in ITB 13.3.
36.4	The determination will take into account the Bidder's financial, technical, and
	production capabilities. It will be based upon an examination of the documentary
	evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB
	13.3, as well as such other information as the NBP deems necessary and
	appropriate. Factors not included in these Bidding Documents shall not be used
	in the evaluation of the Bidders' qualifications.
36.5	NBP may seek "Certificate for Independent Price Determination" from the
	Bidder and the results of reference checks may be used in determining award of
	contract.
	Explanation: The Certificate shall be furnished by the bidder. The bidder shall
	certify that the price is determined keeping in view of all the essential aspects
	such as raw material, its processing, value addition, optimization of resources
	due to economy of scale, transportation, insurance and margin of profit etc.
<mark>3</mark> 6.6	An affirmative determination will be a prerequisite for award of the contract to
	t <mark>he Bidder. A</mark> negative determination will result in rejection of the Bidder's Bid, in
	which event the NBP will proceed to the next ranked bidder to make a similar
	determination of that Bidder's capabilities to perform satisfactorily.



#### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) F – AWARD OF CONTRACT

# **F – AWARD OF CONTRACT**

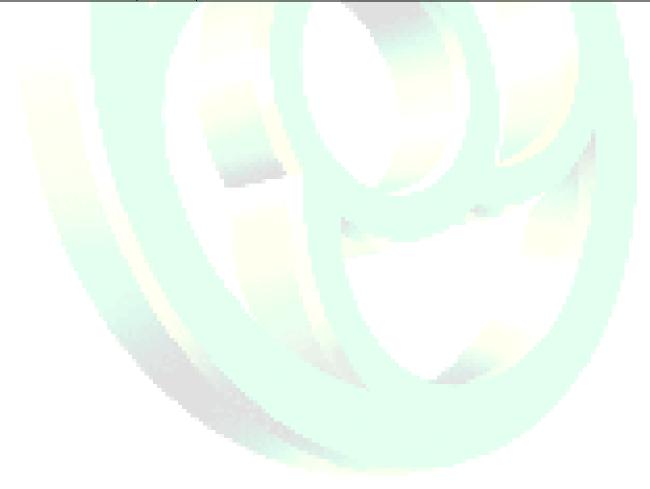
	1	<u>F - AWARD OF CONTRACT</u>
37. Criteria of	37.1	Subject to ITB 36 and 38, the NBP will award the Contract to the Bidder
Award		whose Bid has been determined to be substantially responsive to the Bidding
		Documents and who has been declared as Most Advantageous Bidder,
		provided that such Bidder has been determined to be:
		a) eligible in accordance with the provisions of ITB 3;
		b) is determined to be qualified to perform the Contract satisfactorily;
		and
	20.4	c) Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:
		<ul> <li>a minor alteration to the technical details of the statement of requirements;</li> </ul>
		b) reduction of quantities for budgetary reasons, where the reduction is in
		excess of any provided for in the Biding documents;
		C) a minor amendment to the special conditions of Contract;
		d) finalizing payment arrangements;
		e) delivery arrangements;
		f) the methodology for provision of related services; or
100		g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the NBP may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the NBP shall not reopen earlier negotiations.
39. The NBP's Right	39.1	Notwithstanding ITB 37, the NBP reserves the right to reject all the bids, and to
to r <mark>eject All</mark>		annul the Bidding process at any time prior to award of contract, without thereby
Bids		incurring any liability to the affected Bidder or Bidders. However, the Authority
		(i.e. PPRA) may call from the <b>NBP</b> the justification of th <mark>ose ground</mark> s.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The NBP shall upon request communicate to any Bidder the grounds for its
		rejection of its Bids, but is not required to justify those grounds.
40. The NBP's Right	40.1	The NBP reserves the right at the time of contract award to increase or
to Vary		decrease the quantity of goods or related services originally specified in these
Quantities at		Bidding Documents (schedule of requirements) provided this does not exceed by
the Time of		the percentage indicated in the BDS, without any change in unit price or other
Award		terms and conditions of the Bid and Bidding Documents.
41. Notification of	41.1	Prior to the award of contract, the <b>NBP</b> shall issue a Final Evaluation Report
Award	_	giving justification for acceptance or rejection of the bids.
	41.2	
	71.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted

#### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) F – AWARD OF CONTRACT

r		F – AWARD OF CONTRACT
	41.3	will be notified of the award by the <b>NBP</b> prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the <b>NBP</b> will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price). The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance
		with ITB 43 and signing of the contract in accordance with ITB 42.2.
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , the <b>NBP</b> will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to <b>ITB 18.7</b> .
42. Signing of Contract	42.1	Promptly after notification of award, <b>NBP</b> shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	<mark>42.2</mark>	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the NBP shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the <b>NBP</b> a Performance Security (or Guarantee) in the amount and in the form stipulated in the <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	<ul> <li>If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: <ul> <li>(a) certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> </li> <li>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</li> </ul>
	43.3	Failure of the successful Bidder to comply with the requirementofITB <b>43.1</b> shall constitute sufficient grounds for the annulment of the award andforfeiture of the Bid Security, in which event the NBP may make the award tothe next ranked Bidder or call for new Bids.

## SECTION II – INSTRUCTIONS TO BIDDERS (ITB) F – AWARD OF CONTRACT

44. Advance	44.1	The advance payment will not be provided in normal circumstances. However, in
Payment		case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	The <b>NBP</b> will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>BDS</b> . The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the <b>NBP</b> 's "Notice to Commence" as specified in the <b>SCC</b> .
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of
AC Communit Q	46.1	the both parties as per the provisions specified in the SCC.
46. Corrupt &	40.1	NBP as well as Bidders/Suppliers/Contractors under Government financed
Fraudulent		contracts, observe the highest standard of ethics during the procurement and
Practices		execution of such contracts, and will avoid to engage in any corrupt and
		fraudulent practices.



### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) G – GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

### **G – GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

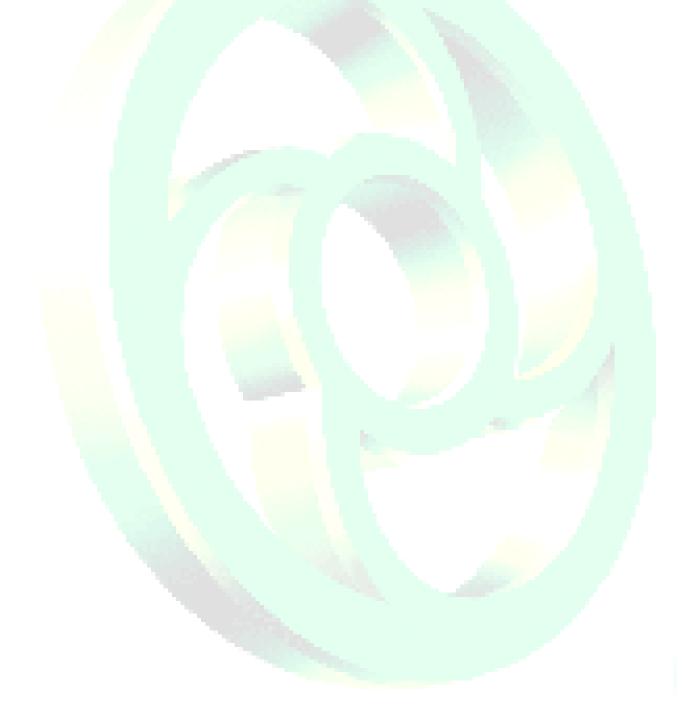
47. 0	47.1						
47. Constitution of	47.1	NBP shall constitute a Grievance Redressal Committee (GRC) comprising of odd					
Grievance		number of person with proper power and authorization to address the complaint.					
Redressal		The GRC shall not have any of the members of Procurement Evaluation					
		Committee. The committee must have one subject specialist depending upon the					
		nature of the procurement.					
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any					
		other terms and conditions prescribed in the prequalification or bidding					
		documents found contrary to provision of Procurement Regulatory Fram					
		and the same shall be addressed by the GRC well before the bid submission					
		deadline.					
	48.2						
	40.2	Any Bidder feeling aggrieved by any act of the <b>NBP</b> after the submission of his bid					
		may lodge a written complaint concerning his grievances not later than seven					
		calendar days of the announcement of technical evaluation report and five					
		calendar days after issuance of final evaluation report.					
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC					
		shall suspend the procurement proceedings.					
	48.4	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:					
		Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure					
		adopted.					
and a second	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within					
		ten calendar days of its receipt.					
	48.6	Any bidder or the NBP not satisfied with the decision of the GRC may file					
		Appeal before the Appellate Committee of the Authority on prescribed format					
		after depositing the Prescribed fee.					
	48.7						
		The Committee, upon receipt of the Appeal against the decision of the GRC					
	40.0	complete in all respect shall serve notices in writing upon all the parties to Appeal.					
	48.8	The committee shall call the record from the concerned NBP or the GRC as the					
		case may be, and the same shall be provided within prescribed time.					
	48.9	The committee may after examination of the relevant record and hearing all the					
		concerned parties, shall decide the complaint within fifteen (15) calendar days					
		of receipt of the Appeal.					
	48.10	The decision of the Committee shall be in writing and shall be signed by the					
		Head and each Member of the Committee. The decision of the committee shall					
		be final.					

#### 49.1 49. Mechanism of The **NBP** shall bar for not more than the time prescribed in Rule-19 of the Public Blacklisting Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; Fails to perform his contractual obligations; and Fails to abide by the id securing declaration; 49.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the NBP proposes to debar the bidder or contractor from participating in any public procurement of the NBP; and (c) the statement, if needed, about the intention of the **NBP** to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the NBP. 49.3 The NBP shall give minimum of seven calendar days to the bidder or contractor for submission of written reply of the show cause notice 49.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the NBP may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the NBP shall decide the matter on the basis of available record and personal hearing, if availed. 49.5 In case the bidder or contractor submits written reply of the show cause notice, the NBP may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing. 49.6 The **NBP** shall give minimum of seven calendar days to the bidder or contractor for appearance before the specified officer of the NBP for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed 49.7 The NBP shall decide the matter within fifteen calendar 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. 49.8 The **NBP** 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 calendar days, prefer a representation against the order before the Authority. 49.9 Such blacklisting or barring action shall be communicated by the **NBP** to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the NBP. 49.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty calendar days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety calendar days of filing of review petition 49.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the NBP.

### **H – MECHANISM OF BLACKLISTING**

### SECTION II – INSTRUCTIONS TO BIDDERS (ITB) H – MECHANISM OF BLACKLISTING

	The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
49.	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the <b>NBP</b> for such period as the deemed appropriate or acquit the
	bidder from the allegations. The decision of the Authority shall be final.



## SECTION-III BID DATA SHEET (BDS)

### **BID DATA SHEET (BDS)**

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

S Clause	ITB Number	Amendments of, and Supplements to, Clauses in the					
Number		Instructions to Bidders					
A. Introduction							
1.	1.1	Name of Procuring Agency: National Bank of Pakistan					
1.	1.1	Name of Procuring Agency: National Bank of Pakistan					
		The subject of Procurement is:					
		PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR					
		NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O					
		GUJRANWALA					
		Period for delivery of goods: <b>30 Calendar days</b>					
		Commencement date for delivery of Goods: <b>15 calendar days after signing</b>					
		the contract or as specified in the Certificate of Contract Commencement.					
2	2.1	Financial year for the operations of the Procuring Agency: <b>2024-2025</b>					
		Name of Project:					
		PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR					
		NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O.					
		GUJRANWALA					
		Name of financing institution: Not Applicable					
		Name and identification number of the Contract:					
		PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR					
		NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O					
		GUJRANWALA.					
3.	3.1	Maximum number of members in the joint venture, consortium					
		or association shall be:					
		As per PPRA Guidelines and Provisions					
4.	4.1	Ineligible country(s) is or are: India & Israel					
5.	4.5	Demonstration of authorization by manufacturer:					
		Required					

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instructions to Bidders		
B. Bidding Documents				
6.	7.2	The number of documents to be completed and returned is:		

		One Original to be uploaded on EPADS.			
7.	8.1	The address for clarification of Bidding Documents is: Through EPADS.			
8.	8.5	Pre-bid meeting will not be held.			
	1.17	C. Preparation of Bids			
9.	10.1	The Language of all correspondences and documents			
10.	11.1(b)	related to the Bid is: <b>English</b> Detail of sample(s) to be submitted with the Bid are: <b>N/A</b>			
11.	11.1 (h)	<ul> <li>In addition to the documents stated in ITB 11, the following documents must be included with the Bid:</li> <li>1. Latest FBR Online Verification Document confirming that Bidder is on Active Tax Payer List.</li> <li>2. An Undertaking/Affidavit by the bidder that he has not been blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past, on Stamp Paper of worth Rs. 500/</li> <li>(See Part C – Checklist and Attachments; for Bid Compliance)</li> </ul>			
12.	11.2 (a) & (d)	Sample quantities, dimensions and details: N/A			
13.	12.3 (c)	Sample Characteristics [ List if any]: N/A Other procurement specific documentation requirements are: (See Part C – Checklist and Attachments; for Bid Compliance)			
14.	12.4	Spare parts required for <b>Five</b> years of operation.			
15.	13.3 (b) & (d)	<ul> <li>The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows:</li> <li>1. Valid Manufacturer's Authorization for the offered goods in favor of the bidder, provided bidder is not the Manufacturer;</li> <li>2. Proof of three (03) similar nature of Contract with Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than Rs. 2.40 million;</li> <li>3. Presence of Office in ISB/RWP/Karachi/LHR/Gujranwala for after Sales Service issues.</li> <li>(See Part C – Checklist and Attachments; for Bid Compliance)</li> </ul>			
BDS	ITB Number	Amendments of, and Supplements to, Clauses in the			
Clause Number		Instructions to Bidders			
16.	15.6 15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan the price quoted shall be EXW and in addition shall include: a) all necessary custom duties, sales tax and other taxes applicable in			

		<ul> <li>Pakistan paid or payable on goods or on the components and raw materials used in their manufacture or assembly</li> <li>b) the price of the related services such as inland transportation, insurance and other local costs incidental to delivery of the goods, unloading, installation, testing and commissioning of goods at NBP's Place as specified in the bidding documents;</li> <li>c) all necessary custom duties, sales tax and other taxes applicable in Pakistan, paid or payable on the related, incidental or allied services as stated in (b) above.</li> </ul>			
17.	15.7 (a) (i)	For goods offered from abroad the price quoted shall be:			
	& 15.6 (b)	DDP (NBP's Place for installation as specified in bidding documents) and in			
	(i)	addition shall include:			
		a) all necessary sales t <mark>ax and othe</mark> r taxes applicable in Pakistan paid or			
	(::) (:::)	payable on goods;			
	(ii), (iii)	b) the price of the related services such as unloading, installation, testing			
	(optional)	and commissioning of goods at NBP's place as specified in the bidding			
	(iv), (v)	documents;			
	(option <mark>al)</mark>	c) all necessary custom duties, sales tax and other taxes applicable in			
		Pakistan, paid or payable on the related, incidental or allied services as			
		stated in (b) above.			
18.	15.8	The price shall be fixed.			
<b>19.</b>	16.1 (a)	a) For goods and related services originating in Pakistan the currency of			
		the Bid shall be Pak Rupees;			
		b) For goods and related services originating outside Pakistan, the Bidder			
		shall express its Bid in <b>Pak Rupees</b> .			
20 <mark>.</mark>	16.2	For the purposes of comparison of bids quoted in different currencies, the			
		price shall be converted into a single currency i.e., Pak Rupee. The rate of			
		exchange shall be the selling rate, prevailing on the date of opening of			
		bids specified in the bidding documents as notified by the State Bank Of			
		Pakistan on that day.			
21.	17.1	The Bid Validity period shall be <b>120 calendar days</b>			
22.	18.1	The amount of Bid Security shall be: 138,960/-			
		The currency of the Bid Security shall be: Pak Rupees			
		Bid Security shall be in favor of: "National Bank of Pakistan"			
		Bid Securing Declaration: Not Applicable.			
BDS	ITB Number	Amendments of, and Supplements to, Clauses in the			
Clause		Instructions to Bidders			
Number					
23.	18.3	The Bid Security shall be in the form of Banker's Cheque or Payment Order			
		or Bank Guarantee (Form of Bid Security for Bank Guarantee is given in			
		Section-VI: Standard Forms)			

24.	18.3 (c)	Other forms of security are: Not Applicable				
25.	19.1	Alternative Bids to the requirements of the Bidding Documents will not be				
		permitted.				
26.	21.1	The number of copies of the Bid to be completed and returned shall be:				
		Soft Copy of the bid i.e. this bidding document complete in all respects as				
		per instructions and requirements; contained in this bidding documents is				
		to be uploaded on EPADS.				
27.	21.2	Written confirmation of authorizations are:				
		Authorization Letter on Bidder's Letterhead or duly Notarized Power of				
		Attorney on Stamp Paper. (See Part C – Checklist and Attachments; for Bid Compliance)				
		D. Submission of Bids				
<b>28</b> .	22.2 (a)	Bid shall be submitted through EPADS				
		Street Address: Not applicable Building / Plot No: Not Applicable				
		Floor / Room No: Not Applicable				
		City / Town: Not Applicable				
29.	22.2 (b)	Title of the subject Procurement or Project name:				
	(*)	PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR				
		NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O				
		GUJRANWALA Time and date for submission: As specified in Invitation to Bid				
30.	23.1	The deadline for Bid submission is: Date and Time as specified in the Invitation				
50.	23.1	to Bids advertised on NBP and PPRA Websites or may be in Press (if				
		applicable).				
6-185						
	E.	Opening & Evaluation of Bids				
3 <mark>1.</mark>	26.1	The Bid opening shall take place at: Through EPADS				
1.6.00		Bidder may visit NBP Office Building on the day of bid opening as specified				
		in the Invitation to Bid;				
		Street Address: 26 McLagan Road:				
		Building / Plot No: NBP Regional Office Building;				
		Floor / Room No: 3 <sup>rd</sup> Floor;				
		City / Town: Lahore;				
		Count <mark>ry: Pakistan</mark>				
BDS	ITB Number	Amendments of, and Supplements to, Clauses in the				
Clause		Instructions to Bidders				
Number						
32.	32.2	The currency that shall be used for Bid evaluation and comparison purposes				
		to convert all Bid prices expressed in various currencies is: Pak Rupees				
		The source of exchange rate shall be: State Bank of Pakistan				
		The date of exchange rate shall be: The selling rate prevailing on the date of				
		opening of the bids intimated by NBP, as notified by the State Bank of				
		Pakistan				
33.	33.2	Evaluation Techniques				
		Least Cost Based Selection (LCBS) (to be used for award of Contract)				

After meeting the requirements of eligibility and qualification and sul responsiveness, the bid in compliance with all the mandatory (te specifications/requirements and/or requisite quality threshold (as	
	cunulal
	-
the Section-V Schedule of Requirements, Technical Specification	-
having lowest evaluated cost (or financial proposal) shall be con	
Highest Ranked Bid or <b>Most Advantageous Bid</b> .	
34. 33.4 (h) Other specific criteria are: As specified in Qualification Criteria; refe	er BDS:
13.3 (b) above and Compliance of Technical Specifications.	
(See Part C – Checklist and Attachments; for Bid Compliance)	
<b>35. 33.5 (a)</b> Inland transportation from EXW/port of entry/border point to:	
PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES	FOR
NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O	_
<b>GUJRANWALA</b> and insurance and incidentals. Any cost incurred sha	all be
borne by the bidder.	
36. 33.5 (b) Delivery schedule:	
No later than 30 Calendar days.	
Adjustment of Price: Not Applicable	
37. 33.5 (c) Deviation in payment schedule is Not Applicable	
(ii) Annual interest rate: Not Applicable	
38.     33.5 (d)     Cost of spare parts: Not Applicable	
39. 33.5 (e) Spare parts and after sales service facilities in Pakistan: Not Application	
40.33.5 (f)Operating and maintenance costs: Not Applicable	
41.33.5 (g)Performance and productivity of equipment: Not Applicable	
42. 33.5 (h) Specific additional criteria to be used in the evaluation and their e	valuation
method or reference to the Technical Specifications.:	valuation
Same as specified above in BDS: 33.4 (h)	
(See Part C – Checklist and Attachments; for Bid Compliance)	
43. 33.6 In case of award to a single Bidder of multiple lots; the method	lology of
evaluation to determine the lowest evaluated Lot combinations,	0,
any discounts offered in the Form of Bid is: <b>Not Applicable</b>	including
44. 34.1 Domestic preference is not applicable	
BDS ITB Number Amendments of, and Supplements to, Clauses in the	
Number	
F. Award of Contract	
45. 40.1 Percentage for quantity increase or decrease is: 15%	
46.43.1The Performance Security (or guarantee) shall be: 10% of the Contr	act Price
(in case tender value exceeds 10M).	
47.43.2The Performance Security (or guarantee) shall be in the form of:	
Bank Guarantee or Banker's Cheque or Payment Order	
The validity of the Performance Security shall be 30 Calendar days	s beyond

		the Delivery Period + Defect's Liability/Warranty Period (as specified in SCC							
		Clause: 16) from the date of issuance of such Security.							
		However, if the legal validity of the Banker's Cheque or Payment Order is							
		insufficient to meet the specified validity of the Performance Security; then							
		it will be the responsibility of the bidder to replace the submitted Banker's							
		Cheque or Payment Order with fresh acceptable instrument of similar							
		amount; Fifteen (15) calendar days earlier than the expiry of submitted							
		Banker's Cheque or Payment order.							
		Otherwise; The submitted Banker's Cheque or Payment Order will be							
		invoked/en-cashed without any liability to the NBP.							
		<b>Note:</b> The Performance Security will only be applicable for the Good(s)							
		supplied and installed by the bidder including related services for its smooth							
		operation; for the Defect's Liability/Warranty Period specified in SCC Clause							
		16; and will not be applicable for any extensive warranty associated to any							
		part of the good(s) beyond the said Defect's Liability/Warranty Period.							
48.	44.1	The Advance Payment if essential shall be limited to: Not Essential and							
		is therefore Not Applicable							
49.	44.2	Maximum amount of Advance payment shall be: Not Applicable							
50.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.							
	G. I	Review of Procurement Decisions							
<mark>51.</mark>	49.1	The address of the Procuring Agency:							
		WING HEAD (Central & North)							
		Procurement Division,							
		Logistics Communications & Marketing Group,							
		Regional Head Quarters, 26 McLagan Road, Lahore-Pakistan							
		Direct: +92-42-99212694   PABX: +92-42-99210641   Ext: 3510							
		The Address of PPRA to submit a <b>copy</b> of grievance:							
		Grievance Redressal Appellate Committee, Public							
		Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2,							
		Islam <mark>abad, Pakista</mark> n							
		Tel:+9 <mark>2-51-920225</mark> 4							

## SECTION-IV ELIGIBLE COUNTRIES

### 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.

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.dgip.gov.pk/Files/Visa%20Categories.aspx#L

## SECTION-V SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

### A – SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

- (i) at EXW premises, or
- (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or
- (iii) to the first carrier when the contract is placed on FCA or CIP terms.

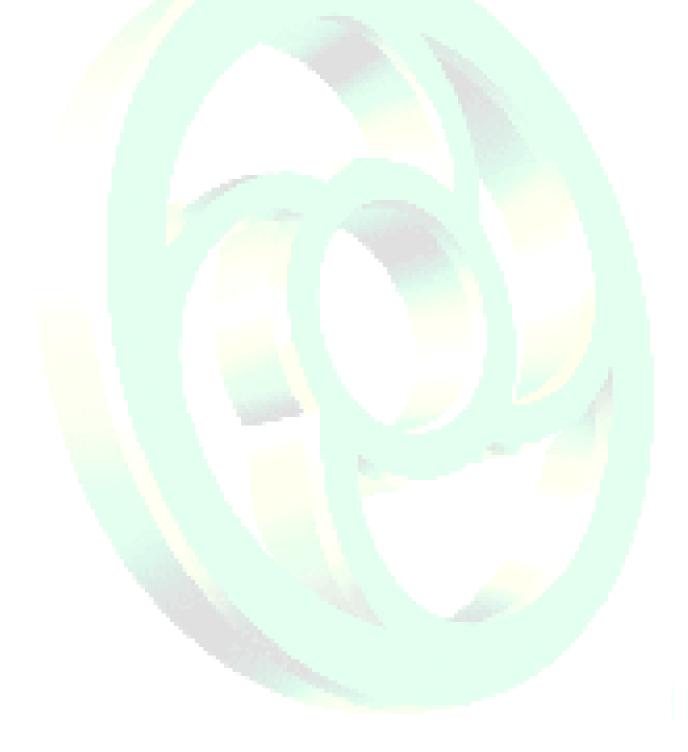
In order to determine the correct date of delivery hereafter specified, the National Bank of Pakistan has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantit	Delivery schedule	
		у	(shipment) in weeks/	
			months	
01.	Supply, Installation, testing and commissioning of			
	Air-Conditioners including additional Copper refrigerant piping, wiring, drain piping works, PVC			
	ducts etc. to ensure satisfactory performance at	08 Nos.	One (01) Month	
	NBP MAIN BRANCH WAZIRABAD, GUJRANWALA			
	(0418) R.O GUJRANWALA			
	(As per Specifications stated in Sub Section B-			
	Technical Specifications of Section V EVALUATION			
	CRITERIA			
	and the second se			
L			And a second	

### **B – TECHNICAL SPECIFICATIONS**

### <u> Air - Conditioner</u>

(To be filled-in and completed by the Bidder with respect to offered Model of the Air-Conditioner)



# **EVALUATION CRIETARIA - 1** 1.5 TON WALL MOUNTED (HEAT & COOL) AIR CONDITIONER (INVERTOR TYPE)

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #					
System		Unit			
T3 Cooling	Cooling	W	5276 (18000 BTU/hr)	1. C	
	Power Consumption	W	1860		
	Running Current	Amp	8.63		
	EER Cooling	BTU/w	9.00 (High)		
Heating	Heating	W	5276 (18000 BTU/hr)		
	Power Consumption	W	1520(560~2350)		
	Running Current	Amp	7.05(2.6~10.9)		
	COP Heating	BTU/w	12.00		
Power Suppl	y Source	V/Ph/Hz	220-240V-1-50Hz		
Operating Vo	oltage Range (min-max)	V	140-280V		
Refrigerant		-	R410a		
Indoor Temp	erature Set Point Range	Deg C	16-32		
	ange Summer/Winter	Deg C	16~+55/-15~+24		
1 0	ng Cable (Core x Ø sqmm)		4 x 1.5 sqmm		
	e (Core x Ø sqmm)		3 x 1.5 sqmm	1 - C - C	
Control type			Wireless Remote Control		
Display			LED/LCD	-10	
Indoor Unit I	Body		Decorative Type Plastic		
On/Off			Auto Restart		
Noise Level	Indoor (+/-3db)	db (A)	45		
	outdoor (+/-3db)	db (A)	54		
	veight(Net/Gross)	Kg	14/17		
	weight(Net/Gross)	Kg	31/34		
Indoor Unit					
Air Flow (Turbo/Hi/Mi/lo)		Cum/h	1200/1100/990/820/660		
	Motor type	AC/DC	AC/DC		
Fan	Speed(Turbo/Hi/Mi/Lo)	rpm	1250/1150/1030/850/750		
Evaporator	No of Rows	·	Two (02)		
Coil	Tube Material & Type		Inner –grooved copper		
	Tube diameter	mm	7 Ø		

	Fin Material		Hydrophilic Aluminum Foil		
	Fin Spacing	mm	1.5		
Outdoor Unit					
Casing	Material		Powder Coated painted GI Sheet		
	Paint Thickness	micron	>80µm		
Compressor	Туре	DC	DC Rotary		
	Make/Brand		GMCC, Hitachi, Mitsubishi or equivalent		
Condenser	No of Tube Rows	Row	2		
	Tube Type & material		Inner groove copper		
	Tube Diameter	mm	7Ø		
	Pitch tube x row	mm	25.4 *18.2		
	Fin Material		Hydrophilic Aluminum Foil		
Fan	Blade Type		Axial Flow		
	Motor Type	DC	DC		
	Motor Power output	watt	30		
Outdoor Pack	king Dimension (W x D x H)	mm	-		
Indoor Packin	ng Dimension (W x D x H)	mm	-		
Spare Parts R without Cost	eplacement Warranty		1 Year or More		
PCB Card Re without Cost	placement Warranty		4 Year or More	17	1
Compressor V	Warranty		5 Years or More		
Accessories					
Copper Pipin	Copper Piping with Foam Insulation		3m- included	-63	
Power Cable		m	1.5m -included		
Control cable	Control cable		3.5 m -included		
Wireless Ren	note Control with batteries		Included		
Remote contr	ol Holder		Included		

# <u>EVALUATION CRIETARIA - 2</u> <u>4.0 TON FLOOR STANDING (HEAT & COOL) AIR CONDITIONER (INVERTOR TYPE)</u>

			Bank Proposed Range/Parameter	Technical Data to be filled by Bidder	Compliance Remarks by NBP
Brand Model #					
Manufacturer		Unit			
Cooling	Cooling Capacity	W	14068 (48000 BTU/hr)		
	Power input	W	4700 (800~5850)	100 C	
	Rated Current	Amp	7.4(1.5~9.4)		
	EER Cooling	w/w	3.0 or (High)		
Heating	Heating capacity	W	14068 (48000 BTU/hr)		
	Power input	W	4350(800~56500)		
	Rated Current	Amp	6.9 (1.5~9.1)		
	COP Heating		3.0 or (High)		
Max input		W	6000		
Max Curren	t	A	10.5		
Power Supp	ly Source	V/Ph/Hz	380-415V-3-50Hz		
Refrigerant		-	R410a		
Control type	2		Wireless Remote Control		
Display			LED/LCD		1
Indoor Unit	Body		Decorative Type Plastic		
On/Off			Auto Restart		
Noise Level	Indoor (H/M/L)	db (A)	52/49/44	-84	
	outdoor (+/-3db)	db (A)	60		
	weight(Net/Gross)	Kg	50/60		
	t weight(Net/Gross)	Kg	75/85		
	emperature Range (Cooling)	Deg C	18~52		
	emperature Range (Heating)	Deg C	-7~24		
Indoor Uni		U U			
Air Flow		Cum/h	1870		
Fin Material			Hydrophilic Aluminum Foil		
Drain Pipe		Mm	25		
Outdoor U	nit				
Casing	Material		Powder Coated painted GI Sheet		
	Paint Thickness	micron	>80µm		

Compressor	Туре	DC	DC Rotary		
	Make/Brand		GMCC, Hitachi,		
			Mitsubishi or equivalent,		
	Fin Material		Hydrophilic Aluminum		
			Foil		
Outdoor Pack	ting Dimension (W x D x H)	mm	-		
Indoor Packir	ng Dimension (W x D x H)	mm	-		
	eplacement Warranty		1 Year or More		
without Cost					
	placement Warranty		4 Year or More		
without Cost				100 m	
Compressor V	Warranty		5 Years or More		
Features					
High Energy	Efficiency		Included		
ECO Mode C	peration	- C	Included		
Powerful inve	erter Compressor		Included		
Low Voltage	Operation		Included		
Wide operation	on Range		Included		
Auto Protecti	on Function		Included		
Temperature	Display		Included		
Auto Air swin	ng		Included		
Turbo Cool <mark>in</mark>	g & Heating		Included		
Timer			Included		
Inner Groove	Inner Grooved copper tube		Included		
Quite operation			Included		
Washable Fil	ters		Included		
Hidden Displ	ay		Included		



## SECTION-VI STANDARD FORMS OF BID

Form 1:	Form of Bid
Form 2:	Price Schedule
Form 3:	Letter of Acceptance
Form 4:	Bid Security Form
Form 5:	Bid Securing Declaration



### FORM OF BID

Date:								
<i>To:</i> Ger	ntlemen an	d/or Ladies:						
Having ex	amined th	e Bidding Documents	including	g Addenda	a Nos;	the rece	eipt of wl	nich is
					[inse	ert numbers]		
hereby	duly	acknowledged,	we,	the	undersigned,	offer	to	deliver
in conform	nity with th	[Mention] e said Bidding Docume			ls and services]			
part of this We declar suppressio	s Bid. re that ou	s may be ascertained i r Bidding price did	n accorda	nce with t				
			linsert	t the nam	e of the Appointi	ng Authority		
Clause 45.	1.	g Authority, to appoin	t the adju	dicator in	case of any arisen	disp <mark>utes in a</mark>	ccordanc	
		Bid is accepte <mark>d, to d</mark>	eliver the	goods in	accordance with	the delivery sc	nedule s	pecified in
	ule of Requ							
		d, we undertake to p				uarantee) in	the form	n, in the
We de <mark>clar</mark> We ag <mark>ree</mark>	e that, as I to abide by	n the times specified Bidder(s) we do not h y this Bid for the Bid y epted at any time b	ave confli /alidity Pe	ct of inter riod speci	est wi <mark>th referen</mark> ce fied in <b>BDS 17</b> , an			ding upon
		ting, as Bidders, in mc Bidding Documents.	ore than o	ne Bid in t	nis Bidding proces	s, oth <mark>er t</mark> han a	alternativ	e offers in
has not be Until a fo	een declare rmal Cont	s or subsidiaries – inc ed ineligible by the Go ract is prepared and of award, shall cons	overnmen executed	t of Pakist d, this Bic	an under Pakistan , together with	's laws or offic	ial regula	ations.
We unders	stand that	you are not bound to a	accept the	lowest or	any Bid you may r	eceive.		
Document	.s.	n that we comply w				er ITB Clause	<b>3</b> of th	e Bidding
			/' <u></u>		20			
(Name)				-	_			
[Signature	]							
[in the cap	oacity of]							
Duly autho	orized to si	gn Bid for and on beh	alf of					

## **PRICE SCHEDULE**

### PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O GUJRANWALA



FOR THE BIDDER (Duly signed & stamped by the Authorized Representative) Page 50 of 96

## **Lot-1**:

NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O GUJRANWALA

	<u>(Ticket#110510)</u>							
S.	Description	Quantity	Unit	Unit	Total			
No.		(a)	(b)	Rate (c)	(a x c)			
				( Rs)	( Rs)			
1.	Supply and installation of single phase 220/240 V, 50C/S Wall mounted Split Type Inverter (Heat & Cool) AC unit capacity 18000 BTU (1.5 Ton), comprises of evaporating & condensing units with rotary/ reciprocating compressor along with 22 gauge 10 Rft. Copper pipe and insulation with PVC duct, hole sealing with white cement or appropriate sealant & L-type powder quoted angle iron frame size 1-1/2" x 1-1/2" x 1/8" thick, handling charges, (loading, unloading, transportation etc.) i/c evacuation, nitrogen pressure, testing gas charging with standard suction and discharge pressure and amperes, control wiring, rawal bolts/sleeve anchors, drain piping, testing & commissioning complete in all respect. The specifications of quoted AC must be filled in Evaluation Criteria-1 for scrutiny. . (As per Specifications stated in Sub Section B- Technical Specifications of Section V);	04	Nos.		( 13)			
2.	Model No:	04	Nos.					

### SECTION VI – STANDARD FORMS OF BID

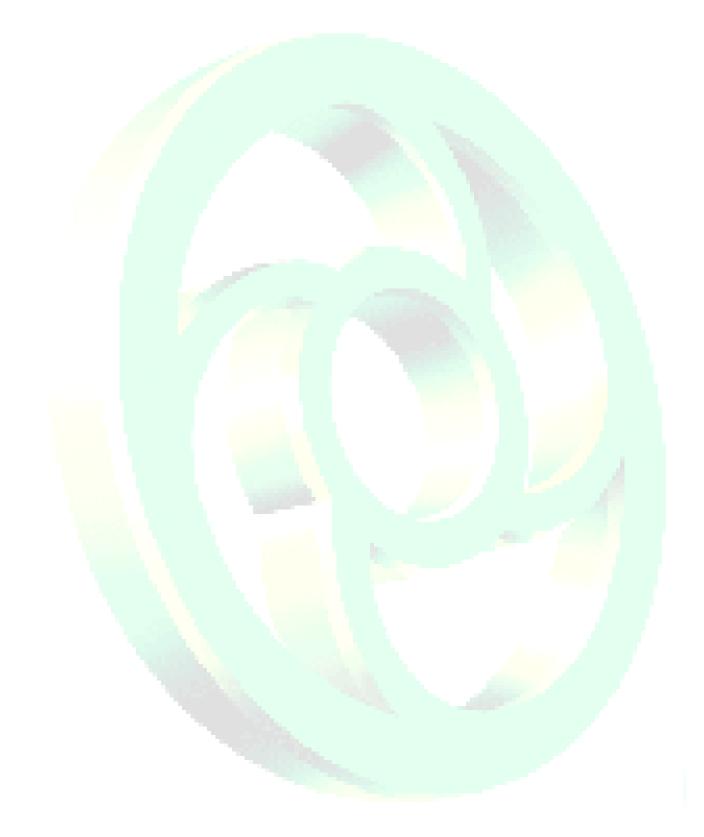
					FORM 2
3.	Supply, Laying and connecting of concealed/surface Extra Copper Piping with PVC duct for 1.0/1.5/2.0 ton AC Wall	150	RFT		
	mounted, 22 Gauge (Muller Brand or Equivalent) with separate Elastomeric pipe (Closed-cell ,black) Insulation each for				
	refrigerant gas and liquid line with white wrapping tape and 4-				
	$C \ge 2.5$ sqmm Control Wire (Pakistan/Pioneer Cable or				
	Equivalent); including all necessary fittings and accessories; as per site requirement, complete in all respect				
4.	Supply, Laying and connecting of concealed or surface Copper Piping for 4.0 Ton AC Floor Standing , 22 Gauge (Muller	400	RFT		
	Brand or Equivalent) with separate Elastomeric pipe (Closed-				
	cell, black) Insulation each for refrigerant gas and liquid line wrapping white/Black tape on copper pipes insulation and 4-				
	Core – 6.0 mmsq Control Wire for indoor to outdoor unit&				
	Power wire from main DB up to AC units (Pakistan/Pioneer				
	Cable or Equivalent) along with 3-phase MCCB of require rating in Main DB, including PVC Duct for copper pipe and				
	control cable with cover all necessary fittings and accessories;				
	as per site requirement .Complete in all respect. Supply & fixing of underground/surface drain piping of UPVC				_
5.	Class-B ( Dadex, Pak Arab, Popular or equivalent) 1" dia along	450	RFT		
	with Fittings, Elbows, Joints, Tee Unions, saddles etc with				
	cutting and patch works for A.C unit etc (drain must be				
	connected with nearest drain point). complete in all respect				
				Total:	

Amount in Words (RS. \_\_\_\_\_

Total Amount Rs.

Total Amount in Words (RS.

- The quoted rates / amount shall be inclusive of all applicable Federal/Provincial Govt. Taxes/Duties and charges for inland transportation and other related services etc. as specified in the Clause 16 or 17 of the BDS.
- The material upon delivery at the site should be got verified from the Bank Engineer; prior to its installation at site. Otherwise, Bank Engineer reserves the right to replace the same without incurring any liability or payment of any charges to the bidder.



SECTION VI – STANDARD FORMS OF BID FORM 3

### LETTER OF ACCEPTANCE

[Letter head paper of the National Bank of Pakistan]

[date]

To:

[name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, if any, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm *[insert the name of the Appointing Authority],* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1.** 

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) working days after the receipt of Letter of Acceptance.

Authorized Signature: Name and Title of Signatory: Name of Agency: Attachment: Contract Copy: Appointing Authority and Supplier

### **BID SECURITY FORM**

### To: [name of the National Bank of Pakistan]

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PA] (hereinafter called "the National Bank of Pakistan") in the sum of [amount] for which payment well and truly to be made to the said National Bank of Pakistan, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the	Common S	Seal of the said	Bank this	d	ay of	20
·						
THE CONDITIONS	5 of this o <mark>bl</mark> i	igation are:				

- 1. If the Bid
  - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
  - (b) Disagreement to arithmetical correction made to the Bid price; or
  - (c) having been notified of the acceptance of our Bid by the National Bank of Pakistan during the period of Bid Validity, (i) failure to sign the contract if required by National Bank of Pakistan to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
- 2. We undertake to pay to the National Bank of Pakistan up to the above amount upon receipt of its first written demand, without the National Bank of Pakistan having to substantiate its demand, provided that in its demand the National Bank of Pakistan states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions. This guarantee shall remain in force up to and including twenty-eight (28) calendar days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:	in the capacity of	
signed —	[Signature of the Bank]	
Dated on da	ay of	

#### SECTION VI – STANDARD FORMS OF BID FORM 5

### **BID SECURING DECLARATION**

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [insert date (as day, month and year)] Bid No.: [insert number of Bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative] To: [insert complete name of National Bank of Pakistan]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the Bid price; or
- (c) having been notified of the acceptance of our Bid by the National Bank of Pakistan during the period of Bid Validity, (i) failure to sign the contract if required by National Bank of Pakistan to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) calendar days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of

[insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the Bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_\_day of \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate) Corporate Guarantor (Seal)

FOR NATIONAL BANK OF PAKISTAN

## PART-B

## CONDITIONS OF CONTRACT AND CONTRACT FORMS



### **GENERAL CONDITIONS OF THE CONTRACT (GCC)**

. Definitions 1.1	The following words and expressions shall have the meanings hereby
	assigned to them:
	<ul> <li>a) "Authority" means Public Procurement Regulatory Authority.</li> <li>b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.</li> <li>c) The "Contract" means the agreement entered into between</li> </ul>
	the National Bank of Pakistan and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	<ul> <li>d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.</li> </ul>
	e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
	<ul> <li>f) "Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.</li> </ul>
	<b>g)</b> The <b>"Contract Price"</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
	<ul> <li>h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.</li> </ul>
	<ul> <li>i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the NBP under Contract.</li> </ul>
	<ul> <li>j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.</li> </ul>
	<ul> <li>k) "Procuring Agency" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.</li> </ul>
	I) "Related Services" means those services ancillary to the

delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

- m) "GCC" mean the General Conditions of Contract contained in this section.
- n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
- o) "SCC" means the Special Conditions of Contract.
- p) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.

**q) "Project Name**" means the name of the project stated in SCC.

- r) "Day" means calendar day.
- s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- t) "End User" means the organization(s) where the goods will be used, as named in the SCC.
- u) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be

		-	
			considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
			w) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.
			<ul> <li><b>x) "Supplier's Bid"</b> is the completed Bid document submitted by the Supplier to the Procuring Agency.</li> </ul>
2.	Application and	2.1	These General Conditions shall apply to the extent that they are not
	interpretation		superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
2	Conditions	2.3	<ul> <li>The documents forming the Contract shall be interpreted in the following order of priority:</li> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Bid, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ul>
3.	Conditions Precedent	3.1	<ul> <li>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</li> <li>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment</li> </ul>

			Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by
			the date specified in the <b>SCC</b> this contract shall not come into effect;
		3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in <b>GCC Clause 7.1</b> except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the

			Supplier's performance under the Contract if so required by the Procuring Agency.
		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the <b>SCC</b> .
		10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	<ul> <li>The Performance Security (or Guarantee) shall be in one of the following forms:</li> <li>a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or</li> <li>b) A cashier's or certified check.</li> </ul>
		10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) calendar days following the date of completion of the Supplier's

		r	
			performance obligations under the Contract, including any warranty obligations, unless otherwise specified in <b>SCC</b> .
11.	Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
		11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall

			be expressly provided for in the Contract, including additional requirements, if any, specified in <b>SCC</b> , and in any subsequent instructions ordered by the Procuring Agency.
13.	Delivery and	13.1	Delivery of the Goods shall be made by the Supplier in accordance with
	Documents		the terms specified in the Schedule of Requirements. The details of
			shipping and or other documents to be furnished by the Supplier as specified in <b>SCC</b> .
		13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be arranged and paid for by the Supplier, and the cost thereof shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16.	Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		_	a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;
			<ul> <li>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
			c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied Goods.
17.	Spare Parts	17.2	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts:
			<ul> <li>advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</li> </ul>
		ι.	ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18.	Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they
			incorporate all recent improvements in design and materials unless
			provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising
			from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or
			from any act or omission of the Supplier, that may develop under

			normal use of the supplied Goods in the conditions prevailing in Pakistan.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b> .
		19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to <b>GCC Clause 13</b> , and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) calendar days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following

			general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in <b>SCC</b> or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21.	Change Order	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC</b> Clause <b>22</b> , make changes within the general scope of the Contract in any one or more of the following:
			<ul> <li>a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;</li> <li>a) The method of shipment or packing;</li> <li>b) The place of delivery; and/or</li> <li>c) The Services to be provided by the Supplier.</li> </ul>
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) calendar days from the date of the Supplier's receipt of the Procuring Agency change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	Contract Amendments	22.1	Subject to GCC Clause 21, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent

			of the other party.
24.	Sub-contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC Clause 5.
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
26.	Liquidated Damages	26.1	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 27.
27.	Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
		/	a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to <b>GCC Clause 25</b> ; or
			<ul> <li>b) the Supplier fails to perform any other obligation(s) under the Contract;</li> </ul>
			<ul> <li>c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;</li> </ul>
			d) the supplier h <mark>as abando</mark> ned or repudiated the contract.
			e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			<ul> <li>f) a payment is not paid by the Procuring Agency to the Supplier after 84 calendar days from the due date for payment;</li> </ul>
			g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and
			<ul> <li>h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.</li> </ul>
		27.3	For the purpose of this clause: <b>"Corrupt and Fraudulent Practice"</b> means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
		27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to <b>GCC Clause 27.1</b> , the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28.	Termination for Force Majeure	28.1	Notwithstanding the provisions of <b>GCC Clauses 25, 26</b> , and <b>27</b> , neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of

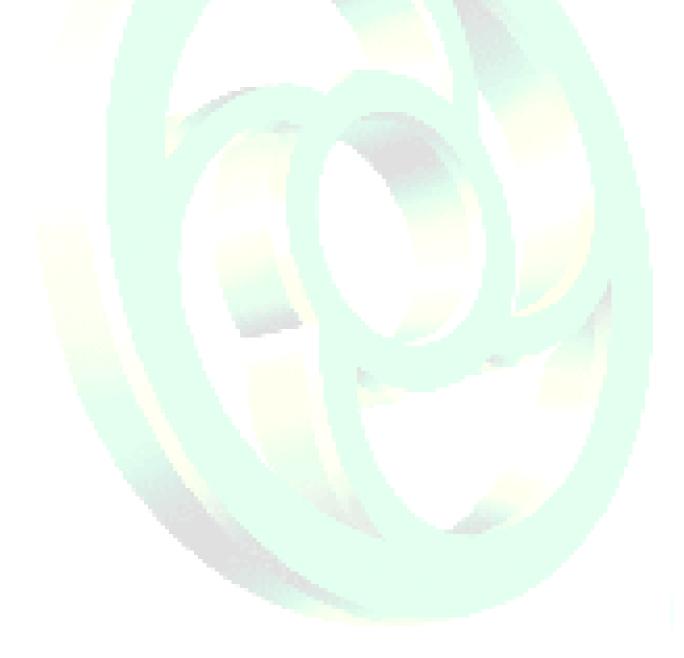
			an event of Force Majeure.
			For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
		28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29.	Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30.	Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) calendar days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

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			<ul> <li>a) To have any portion completed and delivered at the Contract terms and prices; and / or</li> </ul>
		/	b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) calendar days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 calendar days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32.	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34.	Limitation of Liability	34.1	<ul> <li>Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,</li> <li>a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall</li> </ul>

			<ul> <li>not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and</li> <li>b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.</li> </ul>
35.	Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC</b> . A notice shall be effective when delivered or on the notice's effective
		33.2	date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

# SECTION-VIII SPECIAL CONDITIONS OF CONTRACT (SCC)



## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

500	GCC Clause	Amondments of and Supplements to Clauses in the CCC
SCC		Amendments of, and Supplements to, Clauses in the GCC
Clause	Number	
Number		
	Definitions (	GCC 1)
1.	1.1(d)	The Commencement Date is: As stated in the Certificate of Contract Commencement
2.	1.1(f)	Country of Origin means: Origin of the Country where Goods are manufactured and can be imported as per Laws of Pakistan.
3.	1.1(k)	The Procuring Agency is: National Bank of Pakistan Goods & related Services: Air-Conditioners and its installation, testing & commissioning at NBP's identified place.
4.	1.1(n)	Intended Delivery Date is: 30 Calendar days from the Effective Contract
		Date.
5.	1.1(p)	The Supplier is:
6.	1.1(q)	The title of the subject procurement or The Project is: PROCUREMENT OF AIR-CONDITIONERS WITH ANCILLARY SERVICES FOR NBP MAIN BRANCH WAZIRABAD, GUJRANWALA (0418) R.O GUJRANWALA
7.	1.1(t)	End User: National Bank of Pakistan
	Conditions F	Precedent (GCC 3)
8.	3.1	<ul> <li>a) The Performance Security (or guarantee) is to be submitted in the form of: As specified in the BDS Clause: 47.</li> <li>b) The Advance payment unconditional Guarantee to be submitted in the form of: Not Applicable</li> </ul>
9.	3.2	The date for Condition precedent is : As specified in the Letter of Acceptance

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Governing L	anguage (GCC 4)
10.	4.1	The Governing Language shall be: English
	Applicable Law	(GCC 5)
11.	5.1	The Applicable Law shall be: Laws of the <b>Pakistan</b>
	Country of Orig	in (GCC 6)
12.	6.1	Country of Origin is:
	Performa <mark>nce</mark> Se	ecurity ( or guarantee) (GCC 10)
13.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: 10% of the Contract Price (in case tender value exceeds 10M)
14.	10.4	After delivery and acceptance of the Goods, <b>100</b> percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 18.2.</b>
	Inspections and	Tests (GCC 11)
15.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and
		responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the National Bank of Pakistan in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC Cl	ause 12)
16.	12.2	The following <b>SCC</b> shall supplement <b>GCC Clause 12.2</b> : The Goods shall be packed properly in accordance with standard export packing specified by the National Bank of Pakistan in the Technical Specification.

### SECTION VIII – SPECIAL CONDITIONS OF THE CONTRACT (SCC)

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and De	ocuments (GCC Clause 13)
17.	13.1	For Goods supplied from abroad:
		Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the National Bank of Pakistan, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing
		<ul> <li>Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) Insurance Certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> </ul>
		<ul> <li>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</li> <li>The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ul>
18.	13.3	<ul> <li>For Goods from within Pakistan:</li> <li>Upon delivery of the Goods, the Supplier shall notify the Procuring Agency and mail/deliver the following documents to the Procuring Agency: <ul> <li>(i.)</li> <li>one original plus two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.)</li> <li>delivery note;</li> <li>(iii.)</li> <li>Manufacturer's or Supplier's Warranty Certificate;</li> <li>(iv.)</li> <li>Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report (if any); and</li> <li>(v.)</li> <li>certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate (optional).</li> </ul> </li> <li>The above documents shall be received by the Procuring Agency before or after arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ul>

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC	
	Insurance (GCC Clause 14)		
19.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. (For Goods imported from abroad)	
	Related Service	s (GCC Clause 16)	
20.	16.1	Related services to be provided are: Inland transportation from Supplier's Warehouse, unloading, installation, testing and commissioning at the Procuring Agency's place.	
	Spare Parts (GC		
21.	17.1	Additional spare parts requirements are: <b>Not Applicable</b>	
22.	Warranty (GCC		
	18.2	GCC Clause 18.2—In partial modification of the provisions, the warranty period shall be twelve months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, <b>Or</b> (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be <b>0.20</b> percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.	
23.	18.4 & 18.5	The period for correction of defects in the warranty period is:	
		Five Working Days	
SCC Clause Number	GCC Clause Number Payment (GCC	Amendments of, and Supplements to, Clauses in the GCC	
	Payment (GCC)	Liduse Tal	

### SECTION VIII – SPECIAL CONDITIONS OF THE CONTRACT (SCC)

24.	19.1	The method and conditions of payment to be made to the Supplier
		under this Contract shall be as follows:
		Payment for Goods supplied from abroad:
		Payment of foreign currency portion shall be made in : Not Applicable
		Advance Payment: Zero (0) percent of the Contract Price shall be paid
		within thirty (30) calendar days of signing of the Contract, and upon
		submission of claim and a bank guarantee for equivalent amount valid until
		the Goods are delivered and in the form provided in the Bidding
		Documents or another form acceptable to the National Bank of Pakistan.
		On Shipment: Zero (0) percent of the Contract Price of the Goods shipped
		shall be paid through irrevocable confirmed letter of credit opened in favor
		of the Supplier in a bank in its country, upon submission of documents specified in <b>GCC Clause 10</b> .
		<b>On Acceptance: 100</b> percent of the Contract Price of Goods received shall
		be paid within thirty (30) calendar days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the
		Procuring Agency.
		Payment of local currency portion shall be made in: Pak Rupees within
		thirty (30) calendar days of presentation of claim supported by a
		certificate from the PE declaring that the Goods have been delivered and
		that all other contracted Services have been performed.
		Payment for Goods and Services supplied from within Pakistan:
		Payment for Goods and Services supplied from within Pakistan shall be
		made in Pakistani Rupees, as follows:
1.601		Advance Payment: Zero (0) percent of the Contract Price shall be paid
		within thirty (30) calendar days of signing of the Contract against a simple
		receipt and a bank guarantee for the equivalent amount and in the form
		provided in the Bidding Documents or another form acceptable to the National Bank of Pakistan.
		On Delivery: Zero (0) percent of the Contract Price shall be paid on receipt
		of the Goods and upon submission of the documents specified in GCC
		Clause 13.
		On Acceptance: 100 percent of the Contract Price shall be paid to the
		Supplier within thirty (30) calendar days after the date of the acceptance
		certificate for the respective delivery issued by the Procuring Agency.
25.	19.3	Rate to be used for paying the Supplier's interest on the late payment
		made by Procuring Agency shall be: 0%
SCC	GCC Clause	Amendments of, and Supplements to, Clauses in the GCC
Clause	Number	
Number		
26.	19.4	Payment to be made to the supplier in : Pak Rupees

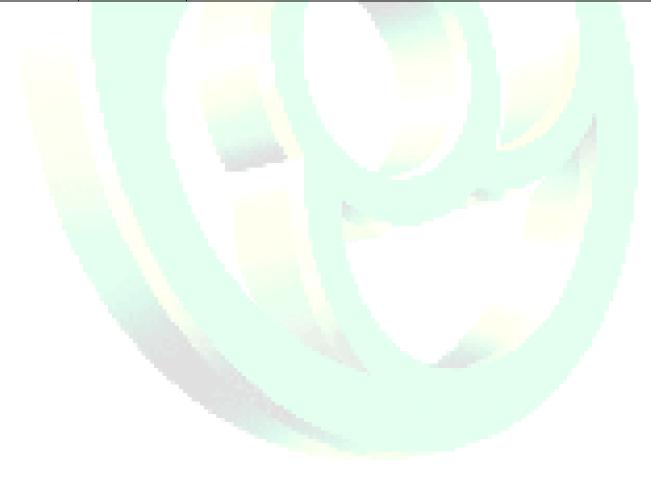
### SECTION VIII - SPECIAL CONDITIONS OF THE CONTRACT (SCC)

	Prices (GCC 20)	
27.	20.1 & 20.2	Prices shall be adjusted in accordance with provisions in the Attachment
		to SCC. Not Applicable
	Liquidated Dam	ages (GCC Clause 26)
28.	26.1	Applicable rate: 0.5% per week of undelivered materials/good's value
		Maximum deduction: is equal to the <b>performance security</b> .
	Termination for	Default (GCC Clause 27)
29.	27.2 (c )	Deadline for submission of Performance Security: As specified in the Letter
		of Acceptance
	Procedure for D	ispute Resolution (GCC Clause 32)
30.	32.1	Place: Islamabad
31.	32.3	Dispute Resolution
		(a) For Contracts to be entered with foreign Contractor/ Service
		Provider:
		All disputes arising in connection with the present Contract shall be finally
		settled under the Rules of Conciliation and Arbitration of the International
		Chamber of Commerce by one or more arbitrators appointed in
		accordance with said Rules.
		(b) For Contracts to be entered with nationals of Pakistan:
		1. If any dispute of any kind whatsoever shall arise between the National
		Bank of Pakistan and the <mark>Supplier in</mark> connection with or arising out of the
		Contract, including without prejudice to the generality of foregoing, any
		question regarding its existence, validity, termination and the execution
		of the Contract- whether during develop <mark>ing phase</mark> or after their
		completion and whether before or after the termination, abandonment
		or breach of the Contract – the parties shall seek to resolve any such
		dispute or difference by mutual diligent negotiations in good faith within
		7 (seven) calendar days following a notice sent by one Party to the other
		Party in this regard.
		2. At future of negotiation the dispute shall be resolved through mediation
		and mediator shall be appointed with the mutual consent of the both
		parties.
		3. At the event of failure of mediation to resolve the dispute relating
		to this contract such dispute shall finally be resolved through binding
		Arbitration by sole arbitrator in accordance with Arbitration Act 1940.
		The arbitrator shall be appointed by mutual consent of the both parties.
		The Arbitration shall take place in [Insert name of the city] and
		proceedings will be conducted in – [Specify language] language.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and

## SECTION VIII – SPECIAL CONDITIONS OF THE CONTRACT (SCC)

		<ul> <li>lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li> <li>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</li> <li>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</li> </ul>
	Notices (GCC	Clause 35)
29.	35.1	<ul> <li>Procuring Agency's address for notice purposes:</li> </ul>
		WING HEAD (Central & Nort <mark>h )</mark>
		Procurement Division,
		Logistics Communications & Marketing Group, NATIONAL BANK OF PAKISTAN
		5 <sup>th</sup> Floor Regional Head Quarters Building, 26 McLagan Road, Lahore-Pakistan
		Direct: +92-42-99213232,  PABX: +92-42-99210641 Ext: 3510-3425
		Supplier's address for notice purposes:



# SECTION-IX CONTRACT FORMS

## FORM OF CONTRACT

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

THIS A	GREEME	NT made on t	he	_ day of		20	between <u>N</u>	ationa	Bank of Pakis	stan; havin	g its
registered Office at Head Office Building, I.I.Chundrigar Road, Karachi (hereinafter called the "NBP") of the one						one					
part	and	M/s					having	its	registered	Office	at
							of			(hereina	fter
called	the "Sup	plier") of the	other pa	rt.							
WHER	EAS the N	<b>BP</b> invited bi	ds for th	e certain goo	ods and	d related s	ervices viz.,				
										L	
			(Ins	ert brief desc	criptio	n of goods	and service	es)			
and ha	s accepte	ed a Bid by th	<mark>e Supplie</mark>	er for the sup	ply of	those goo	ds and servi	ices in t	he sum of		Rs.
		; (In W	ords:								_
		lled "Contrac									-
NOW	HIS CON	TRACT WITN	ESSEIH	AS FOLLOWS	:						
1.	In this (	Contract word	ls and ov	pressions sha	all have	o tho same	mognings	as aro r	espectively as	signed to th	hom
1.		Conditions of			an nave	e the same	emeanings	as al C I	espectively as	signed to ti	
	in the c		contract								
2.	The foll	<mark>o</mark> wing docum	nents sha	all be deemed	d to fo	orm and be	e re <mark>ad and c</mark>	onstru	ed as part of tl	ni <mark>s C</mark> ontrac	t. In
									s listed below	, the orde	r of
	precede	ence shall be	the orde	er in which th	e Cont	tract Docu	ments are li	isted b	elow;		

- a. This form of Contract;
- b. The Form of Bid and the Priced Schedule submitted by the Bidder;
- c. The Schedule of Requirements;
- d. The Technical Specifications;
- e. The Special Conditions of Contract;
- f. The General Conditions of the Contract;
- g. The NBP's Letter of Acceptance; and
- h. The Certificate of Contract Commencement.
- i. The Performance Security Ref No: \_\_\_\_\_\_ dated: \_
- j. The completed Contractor's bid
- 3. In consideration of the payments to be made by the NBP to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the NBP to provide the goods and related Services and to remedy defects therein in conformity in all respects within the provisions of the Contract.

#### SECTION IX – CONTRACT FORMS FORM – C1: FORM OF CONTRACT

4. The NBP hereby covenants to pay the Supplier, in consideration of the goods and related Services and the remedying of defects therein, 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.

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

Signed, sealed, delivered by	the
(Signature)	
(Seal)	
(for the NBP)	
Witness to the signatures of the <b>NBP</b> :	
Signed <mark>, sealed, d</mark> elivered by	the
(Signature)	
Witness to the signatures of the Supplier:	

#### SECTION IX – CONTRACT FORMS FORM – C3: FORM OF INTEGRITY PACT

## **PERFORMANCE SECURITY (OR GUARANTEE) FORM**

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

To: [name of National Bank of Pakistan]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] to delivery [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: [insert date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

## FORM OF INTEGRITY PACT

(To be submitted on Stamp Paper of Rs. 500/-)

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

Contract No:	Dated:		
Contract Value (	Figures and in words):_		
Contract Title:			

(Name of Supplier) 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 Supplier) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and notgiven 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 feeor 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 Supplier) 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, representationor warranty.

*(Name of Supplier)* 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 Supplier*) 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by \_\_\_\_\_\_(*Name of Supplier*) 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.

[Buyer]

[Seller/Supplier]

# PART-C

# **CHECKLIST & ATTACHMENTS**



## **CHECKLIST**

### (List of Requirements to be fulfilled & Documents to be submitted/uploaded by the Bidder for a Responsive & Compliant Bid)

S. No.	DOCUMENTS/REQUIREMENTS	ACTION TO BE TAKEN BY THE BIDDER		
	<u>(a)</u>	<u>(b)</u>		
1	Documents establishing Eligibility & Qualification of the Bidder			
a)	Latest FBR Online Verification Document confirming that Bidder is on Active Tax Payer List.	Desired document to be uploaded with the Bid.		
b)	An Undertaking/Affidavit by the bidder that he has <b>not been</b> <b>blacklisted</b> and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past, on Stamp Paper of worth Rs. 500/			
c)	Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	Desired document to be uploaded with the Bid.		
d)	Proof of three (03) similar nature of Contract with Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than Rs. 2.40 Million.	Necessary documentary proof to be uploaded with the Bid.		
e)	Presence of Bidder's Office Setup in ISB/RWP/Karachi/LHR/Gujranwala for after sales service issues	Necessary documentary proof to be uploaded with the Bid.		
2	Bid Responsiveness Requirements			
a)	Bid Security.	Scanned Copy to be uploaded on EPADS and Original to be submitted to NBP before Bid Submission Deadline.		
b)	Form 1; i.e. Form of Bid of Section VI of the Bidding Documents.	To be duly filled in, completed, signed and stamped by the authorized Signatory of the Bidder.		
c)	Form 2; i.e. Price Schedule of Section VI of the Bidding Documents.	To be duly filled in, completed, signed and stamped by the authorized Signatory of the Bidder.		
d)	The Complete Bidding Document uploaded on EPADS.	Each Page to be initialed / signed and stamped by the authorized Signatory of the Bidder.		

## **CHECKLIST**

### (List of Requirements to be fulfilled & Documents to be submitted/uploaded by the Bidder for a Responsive & Compliant Bid)

S. No.	DOCUMENTS/REQUIREMENTS	ACTION TO BE TAKEN BY THE BIDDER		
	<u>(a)</u>	<u>(b)</u>		
e)	Authorization Letter for the Signatory of the Bidder on Bidder's Letterhead or duly Notarized Power of Attorney on Stamp Paper	Desired document to be uploaded with the Bid.		
f)	Certified that there is no any Deviation to the terms & conditions of the biding documents and neither any condition has been appended to this bid.	Tick: (Yes) or (No)		
3	Documents establishing Eligibility of Goods & Conformity to			
	Bidding Documents			
a)	Detailed Technical Brochure or literature or document of the Manufacturer, elaborating detailed description of the essential technical specifications and performance characteristics of the offered Goods;	Desired document to be uploaded with the Bid.		
b)	Technical Specifications of Section V of the bidding documents	To be duly filled in, completed, signed and stamped by the authorized Signatory of the Bidder.		



## **ATTACHMENTS**

## (Bidders are instructed to attach their documents as per Checklist above; at identified Annexures detailed hereunder)

S. No.	DOCUMENTS	ATTACH AT FOLLOWING ANNEXURE
		<u>(Yes / No)</u>
1	Documents establishing Eligibility & Qualification of the Bidder	
a)	Latest FBR Online Verification Document confirming that Bidder is on Active Tax Payer List.	А
b)	An Undertaking/Affidavit by the bidder that he has <b>not been blacklisted</b> and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration by any Organization / Department / Institution in the past, on Stamp Paper of worth Rs. 500/	В
c)	Valid Manufacturer's Authorization Document for the offered goods in favor of the bidder, provided bidder is not the Manufacturer.	С
d)	Proof of three (03) similar nature of Contract with Wall Mounted or Floor Standing Air-Conditioners; performed during last three (03) years of worth not less than <b>Rs. 2.40 million</b>	D1, D2 & D3
e)	Presence of Bidder's Office Setup in ISB/RWP /Karachi /LHR/Gujranwala for after sales service issues.	E
2	Bid Responsiveness Requirements	
e)	Authorization Letter for the Signatory of the Bidder on Bidder's Letterhead or duly Notarized Power of Attorney on Stamp Paper.	F
3	Documents establishing Eligibility of Goods & Conformity to Bidding Documents	
a)	Detailed Technical Brochure or literature or document of the Manufacturer; elaborating detailed descriptions of the essential technical specifications and performance characteristics of the offered Goods.	G

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - A

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "A" FBR DOCUMENT FOR ACTIVE STATUS ON ATL



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - B

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "B" NON-BLACKLISTED UNDERTAKING/AFFIDAVIT



PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - C

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "C" VALID MANUFACTURER'S AUTHORIZATION DOCUMENT



FOR THE BIDDER (Duly signed & stamped by the Authorized Representative) Page 93 of 96

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D1

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "D1" EXPERIENCE RELATED DOCUMENTS SUPPLY - 1

FOR NATIONAL BANK OF PAKISTAN

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D2

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FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER (Duly signed & stamped by the Authorized Representative) Page 95 of 96

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – D3

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "D3" EXPERIENCE RELATED DOCUMENTS SUPPLY – 3

FOR NATIONAL BANK OF PAKISTAN

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE – E

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "E" DOCUMENTAY PROOF CONFIRMING BIDDER'S OFFICE SETUP IN ISB/RWP/Gujranwala /Karachi /LHR



FOR THE BIDDER (Duly signed & stamped by the Authorized Representative) Page 97 of 96

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - F

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "F" AUTHORIZATION DOCUMENT FOR THE SIGNATORY OF THE BIDDER

FOR NATIONAL BANK OF PAKISTAN

PART – C: CHEKLIST & ATTACHMENTS B - ATTACHMENTS ANNEXURE - G

# BLANK PAGE FOR ATTACHMENT OF ANNEXURE "G" TECHNICAL BROCHURES / LITERATURE OF THE MANUFACTURER

