



**National Bank of Pakistan**  
**نیشنل بینک آف پاکستان**

**BIDDING AND CONTRACT DOCUMENTS**  
**FOR**  
**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR**  
**NBP H.O KARACHI**

**(Bidding Opening Procedure: PPRA Rule 36 (a))**

INVITATION TO e-BID  
INSTRUCTIONS TO BIDDERS  
BID DATA SHEET  
ELIGIBLE COUNTRIES  
EVALUATION & QUALIFICATION CRITERIA  
WORKS REQUIREMENTS, TECHNICAL SPECIFICATIONS, DRAWINGS, SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES  
STANDARD BIDDING FORMS  
GENERAL CONDITIONS OF CONTRACT  
SPECIAL CONDITIONS OF CONTRACT  
CONTRACT FORMS

(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.



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FOR THE BIDDER

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# Standard Bidding Documents

for

## Procurement of Works

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

#### **Section I - Invitation for 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/Employer).***

#### **Section IV - Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section V – Evaluation and Qualification Criteria**

This section contains information regarding evaluation and qualification criteria including domestic preference.

#### **Section VI – Works Requirements, Technical Specifications, Drawings, Supplementary Information and Bill of Quantities**

This Section includes the Drawings, and supplementary information that describe the Works to be procured. ***(To be filled by the Procuring agency/Employer).***

#### **Section VII – Standard Bidding Forms**

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



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

### **Section VIII - 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 IX - 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/Employer***)

### **Section X - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract including Letter of Acceptance, Contract Agreement, Integrity Pact [**Procurement exceeding the limit of PKR 10 Million shall be subject to an integrity pact**] and other relevant forms. The forms for **Performance Security/ Guarantee and Beneficial Owners Information, integrity pact as per SBD** will be provided by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.



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# **PART-A**

## **BIDDING PROCEDURE & REQUIREMENTS**

### **SECTION I: INVITATION FOR BIDS**



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# NATIONAL BANK OF PAKISTAN

## REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI

### INVITATION TO e-BID

1. This Invitation to Bids follows the Procurement Notice for the subject Project/Procurement which appeared in Newspapers and on **NBP** and **PPRA** Websites.
2. The National Bank of Pakistan has reserved the funds for the procurement planned during the financial year 2026. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Repair/ Renovation Work of Employee Front Office CBA at 3rd Floor NBP H.O Karachi
3. The National Bank of Pakistan; now invites electronic bids through EPADS from eligible bidders for Repair/ Renovation Work of Employee Front Office CBA at 3rd floor NBP H.O Karachi, registered with Pakistan Engineering Council (PEC), FBR, SRB and having work experience of similar nature.
4. The bidding shall be conducted in line with the Rule 36(a) - Single Stage Single Envelope procedure, prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered in the EPADS.
5. All bids must be accompanied by Bid Security in the form of Banker's Cheque or Payment Order or Bank Guarantee in the amount of **RS. 140,000/-**. The ORIGINAL BID SECURITY MUST be submitted to the National Bank of Pakistan any time before the Closing time of Bid Submission, failing which the bid shall be rejected.
6. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before **11:00 AM** dated: **April 20, 2026**. Electronic bids will be opened by using EPADS on the same day at **11:30 AM** and in the presence of bidders' representatives who choose to attend at the opening at the under-mentioned address.

**Engineering Wing H.O Engineering Division, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office Building, I.I Chandigarh Road, Karachi.**

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



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

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## SECTION II: INSTRUCTION TO BIDDERS (ITBs)

### A. INTRODUCTION

<b>1. Scope of Bid</b>	1.1	The Procuring agency/Employer (PA), as indicated in the <b>Bid Data Sheet</b> (BDS) invites Bids for the execution of Works as specified in the BDS and <b>Section V- Works Requirements</b> . The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in BDS.
<b>2. Source of Funds</b>	2.1	Source of funds as referred in Bid Data Sheet.
<b>3. Eligible Bidders</b>	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 or consortium. In the case of a joint venture or consortium, 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 or consortium 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 or consortium during the Bidding process, and in case of award of contract, during the execution of contract.  <i>(The limit on the number of members of JV or Consortium may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).</i>
	3.2	The appointment of Lead Member in the joint venture or consortium shall be confirmed by submission of a valid Power of Attorney to the Procuring agency/Employer
	3.3	Verifiable copy of the agreement that forms a joint venture or consortium shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture or consortium shall indicate the part of proposed contract to be performed by

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		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 Procuring agency/Employer and in line with any instructions issued by the Authority.
	3.5	The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international 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 bidding 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 Procuring agency/Employer 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 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: <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or</li> <li>b) any of its affiliates has been hired (or is proposed to be hired) by the Procuring agency/Employer as Engineer for the Contract implementation; or</li> <li>c) The works to be executed are resulting from or directly related to consulting services for the preparation or</li> </ul>

  
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		<p>implementation of the project that the bidder provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</p> <p>d) have controlling shareholders in common; or</p> <p>e) receive or have received any direct or indirect subsidy from any of them; or</p> <p>f) have the same legal representative for purposes of this Bid; or</p> <p>g) 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 Procuring agency/Employer regarding this Bidding process; or</p> <p>h) Submit more than one bid in this bidding process.</p>
	3.8	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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;</p> <p>(c) legal proceedings are instituted against such bidder involving an order suspending payments and which may result, in accordance with the national 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;</p> <p>(d) the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;</p> <p>(e) The bidder is debarred/ blacklisted by a national level</p>

  
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		<p>Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.</p> <p>(f) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.</p>
	3.9	Bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance 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 of the Procuring agency/Employer, as the Procuring agency/Employer shall reasonably request.
	3.11	Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.
<b>4. Eligible Material and Equipment</b>	4.1	All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.
	4.2	For purposes of this Clause, “origin” means the place where the material, equipment is 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 services are/to be supplied.
	4.3	The nationality of the bidder shall not determine the origin of the material and equipment.
	4.4	To establish the eligibility of the material and equipment, Bidders shall fill the country-of-origin declarations included in the Form of Bid.

  
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<b>5. One Bid per Bidder</b>	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.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency/Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. BIDDING DOCUMENTS**

<b>7. Contents of Bidding Documents</b>	7.1	<p>The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with <b>ITB 9.2</b> include:</p> <p><b>Section I</b> -Invitation for Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Works Requirements Technical Specifications &amp; Schedule of Requirements  <b>Section VI</b> Standard Bidding Forms  <b>Section VII</b> General Conditions of Contract (GCC)  <b>Section VIII</b> Special Conditions of Contract (SCC)  <b>Section IX</b> Contract Forms</p>
	7.2	The number of copies to be completed and submitted with the Bid is specified in the <b>BDS</b> .
	7.3	The Procuring agency/Employer is not responsible for the completeness of the bidding documents and their addenda, if they were not obtained directly from the Procuring agency/Employer or the signed pdf version downloaded from the website of the Procuring agency/Employer or the Authority's website or <b>e-Procurement System</b> as the case may be. However, procuring agency/Employer shall place

  
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		both the pdf and editable version of the same on its website and Authority's website or <b>e-Procurement System</b> to facilitate the bidder for filling the standard bidding forms. <b>Note: Bidding Documents are downloaded from PPRA's EPADS Portal</b>
	7.4	The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed 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.
<b>8. Clarification of Bidding Document, Pre-bid Meeting</b>	8.1	A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer in writing or in <b>electronic form</b> that provides record of the contents of communication at the Procuring agency/Employer's address indicated in the <b>BDS</b> . <b>Note: All clarifications may be notified through PPRA's EPADS Portal</b>
	8.2	The Procuring agency/Employer will within three (3) working days after receiving the request for clarification, respond in writing or in <b>electronic form</b> to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in <b>ITB 24.1</b> . However, this clause shall not apply in case of alternate methods of procurement. <b>Note: Response shall be through PPRA's EPADS Portal</b>
	8.3	Copies of the Procuring agency/Employer's response will be forwarded to all identified prospective bidders through an identified source of communication, including a description of the inquiry, but without specifying its source. In case of downloading of the bidding documents from the website of Procuring agency/Employer or <b>e-Procurement System</b> , the response of all such queries will also be available on the same platform available at the website. <b>Note: Employer's response(s) to the clarification(s); will be made available to all the identified prospective bidders at PPRA's EPADS Portal</b>
	8.4	Should the Procuring agency/Employer deem it necessary to amend the bidding documents as a result of a clarification, it

  
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		shall do so following the procedure as prescribed under <b>ITB 09</b> .
	8.5	If indicated in the <b>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 in the <b>BDS</b> . During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other 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 Procuring agency/Employer exclusively through the use of an Addendum pursuant to <b>ITB 9</b> . Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. <b>Note: Minutes of meeting will be uploaded on PPRA's EPADS Portal.</b>
	8.7	The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
	8.8	The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

  
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<p><b>9. Amendment of Bidding Documents</b></p>	<p>9.1</p>	<p>Before the deadline for submission of bids, the Procuring agency/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addenda.</p>
	<p>9.2</p>	<p>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 a timely manner and on equal opportunity basis. Where notification of such change, addition, modification or deletion becomes essential, such notification shall be made in a manner similar to the original advertisement.</p> <p><i>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. <b>Note: Addendum at PPRA’s EPADS Portal, <a href="http://www.ppra.org.pk">ww.ppra.org.pk</a> or NBP Website: <a href="http://www.nbp.com.pk">http://www.nbp.com.pk</a>.</b></i></p>
	<p>9.3</p>	<p>To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:</p> <p><i>Provided that the Procuring agency/Employer shall extend the deadline for submission of bid, if such an addendum is issued within last three (03) days of the bid submission deadline.</i></p>

  
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## C. PREPARATION OF BIDS

<p><b>10. Language of Bid</b></p>	<p>10.1</p>	<p>The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the <b>BDS</b>. 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 <b>BDS</b>, in which case, for purposes of interpretation of the bidder, the translation shall govern.</p>
<p><b>11. Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents</b></p>	<p>11.1</p>	<p>The bid prepared by the bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Documentary evidence established in accordance with <b>ITB 11</b> that the material, equipment and services to be provided by the Bidder are eligible material, equipment and services, and conform to the Bidding Documents;</li> <li>b) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder has been authorized to carry out the Construction works;</li> <li>c) Documentary evidence established in accordance with <b>ITB 12</b> that the bidder is eligible and/or qualified for the subject bidding process;</li> <li>d) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15</b>;</li> <li>e) Completed schedules as required, including priced Bill of Quantities in accordance with <b>ITB 13 &amp; 15</b>.</li> <li>f) Technical Proposal completed in all aspects in accordance with <b>ITB-17</b>.</li> <li>g) Bid security or Bid Securing Declaration furnished in accordance with <b>ITB 19</b>;</li> <li>h) Alternative bids, if permissible, in accordance with <b>ITB 20</b>;</li> <li>i) Duly Notarized Power of Attorney authorizing the</li> </ul>

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		<p>signatory of the Bidder to submit the bid; and</p> <p>j) Any other document required in the <b>BDS</b>.</p> <p><b>Note: The Bid prepared by the Bidder to be uploaded on PPRA's EPADS Portal;</b></p>
	11.2	In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
	11.3	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 material, equipment and works which the bidder proposes to execute.
	11.4	<p>The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>a) a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;</p> <p>b) an item-by-item commentary on the Procuring agency/Employer's Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</p>
	11.5	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.



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<b>12. Documents Establishing Eligibility and Qualification of the Bidder</b>	12.1	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.
	12.2	The documentary evidence of the bidder’s eligibility to bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as “Eligible Countries”.
	12.3	<p>The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:</p> <p>a) The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and <b>BDS</b>.</p> <p>b) In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.</p> <p>c) That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and <b>BDS</b>.</p>
<b>13. Letter of Bid and Schedules</b>	13.1	The Letter of Bid (Technical or Financial as the case may be) and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Standard Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITB 22</b> . All blank spaces shall be filled in with the information requested.

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<b>14. Letter of Bid</b>	14.1	The bidder shall fill the Letter of Bid (Technical or Financial as the case may be) furnished in the bidding documents. The Standard Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.
<b>15. Bid Prices</b>	15.1	The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.
	15.2	The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.
	15.3	<p>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):</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> </ul> <p>The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	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.
	15.5	Unless otherwise specified in the <b>BDS</b> and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
	15.6	If so specified in <b>ITB 1.1</b> , bids may be invited for individual lots

  
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		(contracts) or for any combination of lots (packages).
	15.7	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 <b>ITB 30</b> , unless otherwise price adjustment is permissible under Conditions of the Contract.
	15.8	All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
<b>16. Currencies of Bid and Payment</b>	16.1	The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the <b>BDS</b> .
	16.2	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.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid, if prescribed in the BDS.
	16.4	Bidders may be required by the Procuring agency/Employer to clarify their foreign currency requirements, if prescribed in the BDS and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>ITB 16.1</b> .
<b>17. Documents Comprising the Technical Proposal</b>	17.1	The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in <b>Section IV – Standard Bid Forms</b> , in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.
<b>18. Bid Validity Period</b>	18.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the bid submission deadline prescribed by the Procuring

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		agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer 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 or bid securing declaration as the case may be.
	18.2	Under exceptional circumstances, prior to the expiration of the initial bid validity period, the Procuring agency/Employer 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 19</b> shall also be extended 28 days beyond the deadline of extended bid validity period. A bidder may refuse the request for the extension of his bid without forfeiting his bid security or causing to be executed his 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 19</b> in all respects.
<b>19. Bid Security or Bid Securing Declaration</b>	19.1	Pursuant to <b>ITB 11.1</b> unless otherwise specified in the <b>BDS</b> , the bidder shall furnish as part of its bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Procuring agency/Employer and in the amount and currency specified in the <b>BDS</b> or Bid Securing Declaration as specified in the <b>BDS</b> in the format provided in <b>Section VI (Standard Bidding Forms)</b> .  In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid, which shall not exceed five percent of the estimated value of that particular lot/ package.
	19.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring agency/Employer against the risk of



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		Bidder's conduct before award of the contract to the most advantageous bidder which would warrant the security's forfeiture, pursuant to <b>ITB 19.9</b> .
	19.3	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 Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder; b) A cashier's or certified cheque; or c) Another security as indicated in the <b>BDS</b> .
	19.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in <b>Section VI (Standard Bidding Forms)</b> or another form approved by the Procuring agency/Employer prior to the bid submission.
	19.5	The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in <b>ITB 19.9</b> are invoked.
	19.6	Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with <b>ITB 19.1 or 19.3</b> shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to <b>ITB 30</b> .
	19.7	Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to <b>ITB 18</b> . The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following

  
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		<p>that occurs earliest:</p> <ul style="list-style-type: none"> <li>(a) The expiry of the Bid Security;</li> <li>(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 Bidding documents;</li> <li>(c) The rejection by the Procuring agency/Employer of all Bids;</li> <li>(d) The withdrawal of the bid prior to the deadline for the submission of bids, unless the bidding documents stipulate that no such withdrawal is permitted.</li> </ul>
	19.8	The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to <b>ITB 47</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 48</b> .
	19.9	<p>The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a Bidder: <ul style="list-style-type: none"> <li>i) Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in <b>ITB 18.2</b>; or</li> <li>ii) Does not accept the correction of errors pursuant to <b>ITB 32</b>; or</li> </ul> </li> <li>b) In the case of a successful bidder, if the bidder fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 47</b>; or</li> <li>ii) to furnish performance security (or guarantee) in accordance with <b>ITB 48</b>.</li> </ul> </li> </ul>
	19.10	In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility.

  
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<b>20. Alternative Bids by Bidders</b>	20.1	Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic bidder's technical design as indicated in the specifications and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the <b>BDS</b> . If so allowed, <b>ITB 20</b> shall prevail.
	20.2	When alternative schedule for execution of works is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for execution of works.
	20.3	If so allowed in the <b>BDS</b> , 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 the specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring agency/Employer, 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 altering the bid price) shall be considered by the Procuring agency/Employer.
<b>21. Withdrawal of Bids</b>	21.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice. <b>Note: Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS.</b>
	21.2	Bids requested to be withdrawn in accordance with <b>ITB 21.1</b> shall be returned unopened to the bidders.

  
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<b>22. Format and Signing of Bid</b>	22.1	The Bidder shall prepare an original and the number of copies of the bid as indicated in the <b>BDS</b> , clearly marking each <b>“ORIGINAL”</b> and <b>“COPY”</b> as appropriate. In the event of any discrepancy between them, the original shall prevail: <i>Provided that except in Single Stage One Envelope Procedure, the bid shall include only the copies of technical proposal.</i> <b>Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b>
	22.2	The original and the copy (ies) 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 <b>BDS</b> 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. <b>Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b>
	22.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person(s) authorized for signing the Bid.

#### D. SUBMISSION OF BIDS

<b>23. Sealing and Marking of Bids</b>	23.1	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 <b>“ORIGINAL”</b> and <b>“COPY”</b> . The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. <b>Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of Public Procurement Rules,2004. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b>
	23.2	The inner and outer envelopes shall:

  
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		<p>a) be addressed to the Procuring agency/Employer at the address given in the <b>BDS</b>; and</p> <p>b) bear the title of the subject procurement or project name, as the case may be as indicated in the <b>BDS</b>, the Invitation for Bids (ITB) title and number indicated in the <b>BDS</b>, and a statement: <b>“DO NOT OPEN BEFORE”</b>, to be completed with the time and the date specified in the <b>BDS</b>, pursuant to <b>ITB 24.1. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b></p>
	23.3	<p>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:</p> <p>a) Bidder shall submit his <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> in separate inner envelopes and enclosed in a single outer envelope.</p> <p>b) <b>ORIGINAL</b> and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.</p> <p>c)The envelopes containing the <b>ORIGINAL</b> and copies will be put in one sealed envelope and addressed / identified as given in <b>ITB 23.2.</b></p> <p><b>Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b></p>
	23.4	<p>The inner and outer envelopes shall:</p> <p>a) be addressed to the Procuring agency/Employer at the address provided in the <b>BDS</b>;</p> <p>b) bear the name and identification number of the contract as defined in the <b>BDS</b>; and provide a warning not to open before the time and date for bid opening, as specified in the <b>BDS</b> pursuant to <b>ITB 24.1.</b></p> <p>c)In addition to the identification required in <b>ITB 23</b> hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned</p>

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		unopened in case it is declared “late” pursuant to <b>ITB 25. Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b>
	23.5	If all envelopes are not sealed and marked as required by <b>ITB 23.2, ITB 23.3</b> and <b>ITB 23.4</b> or incorrectly marked, the Procuring agency/Employer will assume no responsibility for the misplacement or premature opening of bid. <b>Note: The submission of bids will only be done through EPADS. No physical submission is accepted; except Original Bid Security Instrument</b>
<b>24. Deadline for Submission of Bids</b>	24.1	Bids shall be received to the Procuring agency/Employer no later than the date and time specified in the <b>BDS. Note: EPADS will not allow bid submission later than the deadline</b>
	24.2	The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with <b>ITB 9</b> , in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.
<b>25. Late Bids</b>	25.1	The Procuring agency/Employer shall not consider for evaluation of any bid that arrives after the deadline for submission of bids, in accordance with <b>ITB 24. Note: EPADS will not allow bid submission later than the deadline</b>
	25.2	Any bid received by the Procuring agency/Employer after the deadline for submission of bids shall be declared late, recorded, rejected and returned unopened to the bidder. <b>Note: EPADS will not allow bid submission later than the deadline</b>
<b>26. Substitution and Modification of bids</b>	26.1	A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids. <b>Note: Process through EPADS</b>
	26.2	Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in <b>ITB 22.</b>

  
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**E. OPENING AND EVALUATION OF BIDS**

<p><b>27. Opening of Bids</b></p>	<p>27.1</p>	<p>The Procuring agency/Employer will open all bids, in public, in the presence of bidders’ or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The bidders’ representatives present shall sign a attendance sheet as a proof of their attendance. <b>Note: Process through EPADS</b></p>
	<p>27.2</p>	<p>First, envelopes marked “<b>WITHDRAWAL</b>” 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. <b>Note: Process through EPADS</b></p>
	<p>27.3</p>	<p>Second, outer envelopes marked “<b>SUBSTITUTION</b>” 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. <b>Note: Process through EPADS</b></p>
	<p>27.4</p>	<p>Next, outer envelopes marked “<b>MODIFICATION</b>” 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. <b>Note: Process through EPADS</b></p>
	<p>27.5</p>	<p>Other envelopes holding the bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the</p>

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		bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring agency/Employer may consider appropriate, will be announced by the Procurement Evaluation Committee. <b>Note: Process through EPADS</b>
	27.6	In case of Single Stage Two Envelope Procedure, the Procuring agency/Employer will open the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> 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 Procuring agency/Employer until the specified time of their opening. <b>Note: Process through EPADS</b>
	27.7	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 or Bid Securing Declaration, if required; and (d) Any other details as the Procuring agency/Employer may consider appropriate. <b>Note: Process through EPADS</b>
	27.8	Bids not opened and not read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	27.9	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 Procuring agency/Employer against any claim or failure to read out the correct information contained in the bidder's bid. <b>Note: Process through EPADS</b>
	27.10	No bid will be rejected at the time of bid opening except for late bids which will be returned unopened to the bidder,

  
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		pursuant to <b>ITB 25.</b>
	27.11	The Procuring agency/Employer shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and whether or not there is a withdrawal, substitution or modification, the bid price if applicable and the presence or absence of a Bid Security or Bid Securing Declaration.
	27.12	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.
	27.13	A copy of the minutes of the bid opening shall be furnished to individual bidders upon request.
	27.14	In case of Single Stage -Two Envelop Bidding Procedure, after the announcement of technical evaluation report, the Procuring agency/Employer, shall at a time within the bid validity period, publicly open the financial proposals of the technically responsive bidder only. The financial proposal of bidders found technically non-responsive shall be returned un-opened to the respective bidders after seven days of the announcement of technical evaluation report, except those aggrieved bidder(s) whose complaints are pending before the Grievance Redressal Committee. <b>Note: Process through EPADS</b>
<b>28. Confidentiality</b>	28.1	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.
	28.2	Any effort by a bidder to influence the Procuring agency/Employer processing of bids or award decisions may result in the rejection of its bid.
	28.3	Notwithstanding <b>ITB 28.2</b> from the time of bid opening to the time of contract award, if any bidder wishes to contact the

  
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		Procuring agency/Employer on any matter related to the bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
<b>29. Clarification of Bids</b>	29.1	To assist in the examination, evaluation and comparison of bids, the Procuring agency/Employer may, ask any bidder for a clarification of its bid including breakdown of prices invariably in writing. Any clarification submitted by a bidder that is not in response to a request by the Procuring agency/Employer shall not be considered.
	29.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the bid shall be sought, offered, or permitted, except clarification for the correction of arithmetic errors discovered by the Procuring agency/Employer during the evaluation of bids which shall be sought in accordance with <b>ITB 32.</b>
	29.3	The alteration or modification in the bid which in any case affect the following parameters will be considered as a change in the substance of a bid: <ul style="list-style-type: none"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work;</li> <li>c) contract price;</li> <li>d) all securities requirements;</li> <li>e) tax requirements;</li> <li>f) terms and conditions of bidding documents.</li> <li>g) change in the ranking of the bidder</li> </ul>
	29.4	From the time of bid opening to the time of Contract award if any bidder wishes to contact the Procuring agency/Employer on any matter related to the bid it should do so in writing or in electronic forms that provide record of the content of communication.

  
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<p><b>30. Preliminary Examination of Bids</b></p>	<p>30.1</p>	<p>Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:</p> <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;</li> <li>c) has been properly signed;</li> <li>d) is accompanied by the required securities; and</li> <li>e) is substantially responsive to the requirements of the bidding documents.</li> </ul> <p>The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.</p>
	<p>30.2</p>	<p>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: -</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the Works;</li> <li>b) limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> </ul>
	<p>30.3</p>	<p>The Procuring agency/Employer will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> 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.</p>
	<p>30.4</p>	<p>The Procuring agency/Employer may waive-off any minor</p>

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	<p>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.</p> <p><b>Explanation:</b> <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –</i></p> <ul style="list-style-type: none"> <li>(a) <i>Submit the number of copies of signed bids required by the invitation;</i></li> <li>(b) <i>Furnish required information concerning the number of its employees;</i></li> <li>(c) <i>the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i></li> </ul>
30.5	<p>Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer 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 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</p>

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		the request may result in the rejection of its bid.
	30.6	Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer 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.
	30.7	If a bid is not substantially responsive, it will be rejected by the Procuring agency/Employer and may not subsequently be evaluated for complete technical responsiveness.
<b>31. Examination of Terms and Conditions; Technical Evaluation</b>	31.1	The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the bidder without any material deviation or reservation. For this purpose: “Deviation” means departure from the requirements specified in the Bidding Document. “Reservation” means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.
	31.2	The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with <b>ITB 31</b> , to confirm that all requirements specified in <b>Section V – Works Requirement, Technical Specifications</b> of the Bidding Documents have been met without material deviation or reservation.
	31.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with <b>ITB 30</b> , it shall reject the bid.

  
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<p><b>32. Correction of Arithmetic Errors</b></p>	<p>32.1</p>	<p>Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>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.</li> </ul>
	<p>32.2</p>	<p>The amount stated in the Bid will, be rectified by the Procuring agency/Employer 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 shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with <b>ITB 19.9</b>.</p>

  
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<p><b>33. Conversion to Single Currency</b></p>	<p>33.1</p>	<p>The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.</p>
	<p>33.2</p>	<p>To facilitate evaluation and comparison, the Procuring agency/Employer will convert all bid prices 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.</p>
	<p>33.3</p>	<p>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>.</p>
<p><b>34. Evaluation of Bids</b></p>	<p>34.1</p>	<p>The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to <b>ITB 30</b>.</p>
	<p>34.2</p>	<p>In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the <b>BDS</b> and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.</p>

  
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	34.3	<p>The Procuring agency/Employer’s evaluation of a bid will take into account:</p> <ul style="list-style-type: none"> <li>a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;</li> <li>b) price adjustment for correction of arithmetic errors in accordance with <b>ITB 32.1</b>;</li> <li>c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with <b>ITB 33</b>;</li> </ul>
	34.4	<p>The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p>
	34.5	<p>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 in the Form of Bid, is specified in the <b>BDS</b>.</p>
	34.6	<p>If the bid, which results in the Evaluated Bid Price (Most Advantageous Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>

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		<p><b>Explanation:</b></p> <p><i>“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.</i></p>
<b>35. Domestic Preference</b>	35.1	If the <b>BDS</b> so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
<b>36. Determination of Most Advantageous Bid</b>	36.1	The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Most Advantageous bidder.
<b>37. Qualification of Bidder</b>	37.1	<p>The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as most advantageous bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.</p> <p><i>Note: In case of International bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.</i></p>
	37.2	The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to <b>ITB 12</b> .
	37.3	Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

  
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<b>38. Sub-Contractors</b>	38.1	The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.
	38.2	Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the <b>BDS</b> .



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<p><b>39. Abnormally Low Financial Bid</b></p>	<p>39.1</p>	<p>Where the bid price is considered to be abnormally low, the Procuring agency/Employer shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:</p> <ul style="list-style-type: none"> <li>a) The Procuring agency/Employer may reject a bid if the Procuring agency/Employer has determined that the price in combination with other constituent elements of the bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>b) Before rejecting an abnormally low bid the Procuring agency/Employer shall request the bidder an explanation of the bid or of those sections which it considers contribute to the bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the bid or parts of the bid being abnormally low;</li> <li>c) The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned;</li> <li>d) The Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid; and</li> <li>e) An abnormally low bid means, in the light of the Procuring agency/Employer’s estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit.</li> </ul> <p><b>Guidance for Procuring agency/Employer:</b></p> <p>In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other</li> </ul>
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		bidders submitting substantially responsive bids; and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	39.2	The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the most advantageous bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in <b>ITB 12</b>
	39.3	The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to <b>ITB 12</b> , as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.
	39.4	Procuring agency/Employer may seek "Certificate for Independent Price Determination" from the bidder and the results of reference checks may be used in determining award of contract.  <i><b>Explanation:</b> 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.</i>
	39.5	An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder's capabilities to perform satisfactorily.

  
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## F. AWARD OF CONTRACT

<p><b>40. Criteria of Award</b></p>	<p>40.1</p>	<p>Subject to <b>ITB 36</b> and <b>37</b>, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Most Advantageous Bidder, provided that such bidder has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of <b>ITB 3</b>;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul> <p style="text-align: center;"><b>Note: Process through EPADS</b></p>
<p><b>41. Negotiations</b></p>	<p>41.1</p>	<p>The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;</li> <li>(b) Methodology, work plan, staffing in view to streamline the work;</li> <li>(c) a minor amendment to the special conditions of Contract;</li> <li>(d) finalizing payment arrangements;</li> <li>(e) clarifying details that were not apparent or could not be finalized at the time of Bidding;</li> </ul>
	<p>41.2</p>	<p>Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.</p>



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<b>42. Procuring agency/Employer's Right to reject All Bids</b>	42.1	Notwithstanding <b>ITB 37</b> , the Procuring agency/Employer reserves the right to reject all the bids, and to annul the bidding process at any time prior to acceptance of bid, without thereby incurring any liability to the affected bidder(s). However, the Authority (i.e. PPRA) may call from the Procuring agency/Employer the justification of those grounds.
	42.2	Notice of the rejection of all bids shall be given promptly to all bidders that have submitted bids.
	42.3	The Procuring agency/Employer shall upon request communicate to any bidder the grounds for its rejection of its bids, but is not required to justify those grounds.



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<p><b>43. Variations</b></p>	<p>43.1</p>	<p>The Engineer shall make any variation in the quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:</p> <ul style="list-style-type: none"> <li>a) increase or decrease the quantity of any work included in the Contract,</li> <li>b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),</li> <li>c) change the character or quality or kind of any such work,</li> <li>d) change the levels, lines, position and dimensions of any part of the Works,</li> <li>e) execute additional work of any kind necessary for the completion of the Works, or</li> <li>f) change any specified sequence or timing of construction of any part of the Works.</li> </ul> <p>No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with <b>ITB 15</b>. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.</p>
<p><b>44. Instructions for variations</b></p>	<p>44.1</p>	<p>The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.</p>
<p><b>45. Valuation of Variations</b></p>	<p>45.1</p>	<p>All variations and any additions to the Contract Price which are required to be determined in accordance with <b>ITB 15</b> (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If</p>

  
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		the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring agency/Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement, the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with <b>ITB 15</b> .
<b>46. Notification of Award</b>	46.1	Prior to the award of contract, the Procuring agency/Employer shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. <b>Note: Process through EPADS</b>
	46.2	Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period in writing or through electronic means that provide record of the content of communication. However, the Procuring agency/Employer shall not award any procurement contract atleast for fifteen (15) days after the acceptance of bid. The notification letter (herein after and in the condition of the contract and contract form called "Letter of Acceptance" will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	46.3	The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with <b>ITB 48</b> and signing of the contract in accordance with <b>ITB 47</b> .
	46.4	Upon the successful bidder's furnishing of the performance

  
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		security (or guarantee) pursuant to <b>ITB 48</b> , the Procuring agency/Employer 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 bidder(s) pursuant to <b>ITB 19</b> .
<b>47. Signing of Contract</b>	47.1	Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	47.2	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 Procuring agency/Employer shall sign the contract.
	47.3	Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.
<b>48. Performance Security (or Guarantee)</b>	48.1	After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance 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.
	48.2	If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank of Pakistan 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 of Pakistan; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company.

  
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		Any Performance Guarantee submitted shall be enforceable in Pakistan.
	48.3	Failure of the Most Advantageous Bidder to comply with the requirement of <b>ITB 47</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinstate the procurement process afresh (as a case may be).
<b>49. Advance Payment</b>	49.1	Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.
	49.2	The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that 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 Procuring agency/Employer’s “Notice to Commence” as specified in the <b>SCC</b> .

  
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<b>50. General Performance of the Bidders</b>	50.1	The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.
<b>51. Corrupt &amp; Fraudulent Practices</b>	51.1	Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

**F. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM**

<b>52. Constitution of Grievance Redressal</b>	52.1	Procuring agency/Employer shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
<b>53. GRC Procedure</b>	53.1	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 Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	53.2	Any bidder feeling aggrieved by any act of the Procuring agency/Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

  
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	53.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	53.4	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 envelope bidding procedure is adopted.
	53.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	53.6	Any bidder or the Procuring agency/Employer 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.
	53.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	53.8	The committee shall call the record from the concerned Procuring agency/Employer or the GRC as the case may be, and the same shall be provided within prescribed time.
	53.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	53.10	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.



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## G. MECHANISM OF BLACKLISTING

<p><b>54. Mechanism of Blacklisting</b></p>	<p>54.1</p>	<p>The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; i) Fails to perform his contractual obligations; and ii) Fails to abide by the id securing declaration;</p>
	<p>54.2</p>	<p>The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring agency/Employer proposes to debar the bidder or contractor from participating in any public procurement of the Procuring agency/Employer; and (c) the statement, if needed, about the intention of the Procuring agency/Employer to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p>
	<p>54.3</p>	<p>The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.</p>
	<p>54.4</p>	<p>In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring agency/Employer may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring agency/Employer shall decide the matter on the basis of available record and personal hearing, if availed.</p>
	<p>54.5</p>	<p>In case the bidder or contractor submits written reply of the show cause notice, the Procuring agency/Employer may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p>
	<p>54.6</p>	<p>The Procuring agency/Employer shall give minimum of seven days to the bidder or contractor for appearance before the designated officer of the Procuring agency/Employer for personal hearing. The designated officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p>



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	54.7	The Procuring agency/Employer shall decide the matter within fifteen (15) 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.
	54.8	The Procuring agency/Employer shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty (30) days, prefer a representation against the order before the Authority.
	54.9	Such blacklisting or barring action shall be communicated by the Procuring agency/Employer 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 Procuring agency/Employer.
	54.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty (30) 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 (90) days of filing of review petition.
	54.11	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 Procuring agency/Employer. 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.

  
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	54.12	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 procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.
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## SECTION III: BID DATA SHEET



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## ***Bid Data Sheet (BDS)***

The following specific data for the for the procurement of works shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITBs). Whenever there is a conflict, the provisions herein shall prevail over those in ITBs.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	<p>Name of Procuring agency/Employer: <b><i>NATIONAL BANK OF PAKISTAN (NBP)</i></b></p> <p style="text-align: center;"><b><u>The subject of procurement is: REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI</u></b></p> <p>Period for completion of the works: <b><i>90 Days</i></b>                      Commencement date execution of the works: <b><i>To be notified in the Certificate of Work/Contract Commencement.</i></b>                      Type of Procurement [<b><i>National competitive bidding</i></b>]</p>
2.	2.1	<p>Financial year for the operations of the Procuring agency/Employer: <b><i>2026</i></b></p> <p style="text-align: center;"><b><u>Name of Project REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI</u></b></p> <p>Name of financing institution: <b><i>NBP</i></b>                      Name and identification number of the Contract:  <b><i>NBP Tender ID.</i></b></p>
3.	3.1	<p>Maximum number of members in the joint venture, consortium shall be: <b><i>As per PPRA/PEC Regulations.</i></b></p>

## **B. Bidding Documents**

1.	7.2	The number of copies to be completed and returned is: <b><i>Not Required. Bid is to be submitted / uploaded on EPADS.</i></b>
2.	8.1	The address for clarification of Bidding Documents is: <b><i>EPADS</i></b>
	8.5	Pre-bid meeting <b><i>Will not be conducted.</i></b>

  
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### C. Preparation of Bids

3.	10.1	The Language of all correspondences and documents related to the Bid is: <b>English/Urdu</b>
4.	11.1 (j)	In addition to the documents stated in <b>ITB 11</b> , the following documents must be included with the Bid. <b>Refer Section V: Evaluation and Qualification Criteria, for complete list of documents and other bid requirements.</b>
5.	11.4 (c)	Other procurement specific documentation requirements are: <i>[specify the requirements]</i> . <b>Not Required.</b>
6.	12.3 (a) & (c)	Other procurement specific documentation requirements are: <i>[specify the requirements]</i> . <b>Not Required.</b>
7.	15.5	The bid price shall be adjusted in accordance with Appendix A – Formula for Price Adjustment.
8.	16.1	The currency of the Bid shall be: <b>PKR.</b>
9.	18.1	The Bid Validity period shall be: <b>120 Days.</b>
10.	19.1	The amount of Bid Security shall be: <b>PKR 140,000/-</b> The currency of the Bid Security shall be: <b>PKR.</b> The scanned copy of the Bids Security shall be uploaded in the EPADS while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.
11.	19.3	The Bid Security shall be in the form of: <b>Payment Order/Bankers Cheque or an Unconditional Bank Guarantee</b> valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended.
12.	19.3 (c)	Other forms of security are: <b>Not Applicable.</b>
13.	20.1	Alternative Bids to the requirements of the Bidding Documents <i>"will not,"</i> be permitted.
14.	20.2	If alternative scheduled for execution of work is explicitly

  
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		invited (please insert the method for evaluation of different schedules for execution of works): <b>Not Applicable.</b>
15.	22.1	The number of copies of the Bid to be completed and returned shall be [insert number]. <b>No hard Copy required. Bidder must submit/upload its bid on EPADS, complete in all respects as per instructions contained herein.</b>
16.	22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Notarized Power of Attorney</b>

#### D. Submission of Bids

17.	23.2 (a)	Bid shall be submitted/uploaded on: <b>EPADS before the bid submission deadline as specified in the Invitation to e-Bids posted on NBP/PPRA Websites or published in Press.</b>
18.	24.1	The deadline for Bid submission is: <b>As specified in Invitation to e-Bid posted.</b>

#### E. Opening and Evaluation of Bids

19.	27.1	The Bid opening shall take place at: <b>Office of the VP/Departmental Head (Civil), Engineering Wing, Engineering Division at 3<sup>rd</sup> Floor, NBP Head Office Building, Karachi through EPADS.</b> At a Date/Time: <b>As specified in Invitation to e-Bid posted.</b>
20.	33.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>PKR</b>
21.	33.3	The bids shall be quoted in <b>PKR</b>
22.	34	<b>Evaluation Techniques</b> <b>Least Cost Based Selection (LCBS)</b> After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (drawings/ design/ technical specifications /requirements and/or requisite quality threshold (if any) and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

  
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23.	34	Specific criteria in case evaluating the bids submitted by JVs and consortium to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <b>None</b>
24.	34	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, in the Form of Bid is [ <b>Not Applicable</b> ].
25.	35	Domestic preference <b>Not</b> applicable.
26.	38.2	Sub-contracting (please insert percentage) of the total value of the contract. <b>0%</b> .
<b>F. Award of Contract</b>		
27.	48	The Performance Security (or guarantee) shall be __ percent of the Contract Price: <b>Not Applicable</b> .
28.	48	The Performance Security (or guarantee) shall be in the form of Bank Guarantee/Insurance Bond and is valid till the completion date of the project as per the LOI. <b>Not Applicable</b> .

#### **G. Review of Procurement Decisions**

29.	53.6	The Address of PPRA to submit a <b>copy</b> of appeal:  Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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## 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



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## Section V. Evaluation and Qualification Criteria

The Procuring agency/Employer shall evaluate the bids in accordance with predefined evaluation and qualification criteria mentioned in this document. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in the Bidding Forms. Qualification will be based on all the criteria given hereinafter.

- 1) The Bidders pursuant to Clause ITB.3 should be eligible to participate in the bidding process.
- 2) Information supplied by the Bidders must apply to the company, named on the statement only. The substitution of background information pertinent to qualification will not be considered for another company related to the applicant company through a "Group Ownership".
- 3) NBP will review the information supplied by the bidders and will make public the results of evaluation as per PPR-2004.
- 4) Bidders applying to qualify are advised that any variation of constitution or membership from that put forward in response to this bid, without prior approval of NBP may result in their disqualification.
- 5) The response to this bid must be sufficiently detailed to convince NBP that the bidder applying for qualification has the experience as well as the technical / administrative /managerial capabilities and financial capabilities necessary for the execution of the services and they must prove that they have carried out similar services in their own country.
- 6) The evaluation will be conducted; provided the bidders have proven their Eligibility in accordance with Sub Clauses of ITB.3; and their bid to be responsive pursuant to Clause ITB.30 otherwise their bids will be declared as non-responsive being Ineligible bidders or having submitted a non-responsive bid and will not be evaluated for the Qualification.
- 7) Evaluation is based on different criterion listed hereunder; regarding the Bidder's qualification, general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses accompanied with relevant documents in the forms as desired for each criterion.
- 8) NBP reserves the right to waive minor deviations in accordance with Sub Clause ITB.30.4.
- 9) NBP reserves the right to verify or seek clarifications of the documents or information furnished by the Bidders. In this regard, NBP reserves the right to have site visits to verify the previous installation /work experience etc.
- 10) NBP may reject any bid for any misrepresentation knowingly made by any bidder in, or pursuant to, their submittals or for any statement furnished in connection therewith, and intended to be relied upon by the NBP, which is incorrect in any respect.
- 11) The bidders MUST provide relevant responses/documents for all the Criteria/Requirements for **Bidder's Eligibility & Bidder's Qualification**, and fulfill the bid responsiveness requirements as well, detailed hereunder.
- 12) The Qualified Bidders will also be screened from Sanctions Compliance through Compliance Group, NBP.



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## Sub-Section: V-I

### A - ELIGIBILITY AND QUALIFICATION CRITERIA

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Combined	Parties	Each Member	
<b>1. Eligibility</b>							
1.1	<b>FBR Registration</b>	Must be on Active Taxpayer List of FBR	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>FBR Verification Document</b>
1.2	<b>SRB Registration for Sales Tax on Services</b>	Must have active Status on SRB (Sindh Revenue Board)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>SRB Verification Document</b>
1.3	<b>PEC Registration</b>	In Category C6 or above with Specialization Codes: CE-10 & EE-04.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Valid PEC Certificate</b>
1.4	<b>Non-Blacklisted Bidder</b>	Bidder must not have 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.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Affidavit/Undertaking on Stamp Paper.</b>
1.5	<b>Nationality</b>	Nationality in accordance with <b>ITB 4.3</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Forms ELI – 1 and EL1-2, with attachments</b>
1.6	<b>Conflict of Interest</b>	No conflicts of interest in accordance with <b>ITB 3.7</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Form of Bid in accordance with Clause ITB.14.</b>



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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Combined	Parties	Each Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract did not occur as a result of contractor default since <b>01.01.2023.</b>	Must meet requirement	Must meet requirements	Must meet requirement	N/A	<b>Form CON-2</b>
2.2	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	<b>Form CON – 2</b>
2.3	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder since <b>01.01.2023.</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Form CON – 2</b>



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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Combined	Parties	Each Member	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	<p>(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>PKR 4.0 (M)</b> for the subject contract(s) net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Procuring agency/Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets</p>	Must meet requirement	Must meet requirement	N/A	N/A	<b>Form FIN – 3.1, with attachments</b>
			Must meet requirement	Must meet requirement	N/A	N/A	<b>Form FIN-3.3 &amp; FIN-3.4</b>



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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		or, FBR Tax Returns for the last <b>03 years</b> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction/Renovation turnover of <b>PKR 10 Million</b> , calculated as total certified payments received for contracts in progress and/or completed within the last <b>03 years</b> , divided by <b>03</b> .	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 50% of the requirement	<b>Form FIN – 3.2</b>



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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction/renovation contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <b>03 years</b> , starting from <b>1<sup>st</sup> March 2023</b>	Must meet requirement	N/A	Must meet requirement	N/A	<b>Form EXP – 4.1</b>
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between <b>1<sup>st</sup> March 2023</b> and application submission deadline: <b>3</b> contracts, each of minimum value <b>4.0 M</b> ;	Must meet requirement	Must meet requirement	N/A	N/A	<b>Form EXP 4.2(a)</b>



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## **Sub-Section: V-I**

### **B – BID RESPONSIVENESS REQUIREMENTS**

In addition to above criteria, the bid responsiveness will also be checked in accordance with Clause ITB. 30 for the following:

- a) Bidder has submitted Bid Security physically before the Bid Submission Deadline in accordance with Clause ITB.19.
- b) Bidder has submitted complete Bidding Documents posted on NBP's Website/EPADs in accordance with Sub Clause ITB.30.1, duly signed/stamped by the Authorized Signatory of the Bid in accordance with Clause ITB.22.
- c) Notarized Power of Attorney in favor of Authorized Signatory has been submitted in accordance with Sub Clause ITB.11.1 (i).
- d) Bidder has submitted all the necessary Forms.
- e) The bid contains no condition or deviation.

NBP reserves the right to waive minor deviations in accordance with Sub Clause ITB.30.4.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**SECTION VI: WORKS REQUIREMENT, TECHNICAL SPECIFICATIONS, DRAWINGS,  
SUPPLEMENTARY INFORMATION AND BILL OF QUANTITIES**



\_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Scope of Works

**The purpose of this tender is to carryout the Repair/ Renovation Work of Employee Front Office CBA at 3rd Floor NBP H.O Karachi  
Details of Works to be executed are given in the Bill of Quantities.**



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FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**<sup>67</sup>

## Technical Specifications

***All the necessary technical specifications related to each Work Item are mentioned in the Bill of Quantities.***



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

***Drawing***

***Not Applicable***



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**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**<sup>69</sup>

## **Supplementary Information**

(Insert any other supplement information related to the procurement of works)

***Not Applicable***



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI** | 70 |

# Bill of Quantities

(Note for the Procuring Agencies: For information related to the development of the BOQs, please consult General Instructions Issued by the Authority for preparation of BOQs available on Authority Website).



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FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Bill of Quantities

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions.
8. The method of measurement of completed work for payment shall be Net Measurement or Actual Measurements at site.



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## **B. Work Items**

1. The Bill of Quantities contains the following Sections, which have been grouped according to the nature of the work:

Section No. 1—Civil Works

Section No. 2—Plumbing Works

Section No. 3--- Electrical Works

Section No. 4---- Procurement of Furniture

Section No. 5---- Procurement of Split AC Unit

Summary Bill of Quantities.



**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Bill of Quantities

### **REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

#### CIVIL WORKS

S#	Description	QTY	UNIT	Rate	Amount
1	a) Dismantling / removing of existing block masonry, floor tiles, marble, granite, furniture, wooden cabinets, wooden/glass partition, , Gypsum / wooden false ceiling, Electrical fittings /fixtures etc. which are required to be demolished / dismantled /removed; complete in all respects b) Shifting and stacking of all necessary dismantled / demolished / removed material / fixtures / fittings etc. or official documents as per Serial (a) above; to designated location within or outside the existing premises of work in Karachi as per the discretion etc. complete in all respects. c) Disposal of surplus unused/unwanted/broken stuff, material, garbage, debris etc. from the site, complete in all respects; and throwing the same outside the Municipal Limits etc. complete in all respects.	1	job		
2	Providing and laying Cement concrete pre cast block masonry of 6inch size with having 1000 Psi in super structure laid in 1:5 cement mortar including filling joints, pointing, curing and placing two 1/4" dia steel bars at every 3rd layer. Complete in all respects as per drawing and instructions of the Project Manager / Structure Engineer.	300	Sft		
3	<b>Pre-Cast Roof</b> P/Fixing Pre-Cast RCC Slab with beam & RCC Girder including cost of materials labor transportation lifting of materials etc complete in all respect.	600	Sft		
4	Providing and laying 1/2" thick cement sand plaster 1:3 on Walls / Columns / Beams/ Slab etc including all bends, corners, jambs of doors and windows / patta, & recesses finished smooth including expanded metal lath 6"~8" wide of required gauge and size over brick masonry and R.C.C joints, electrical conduits or where required fixed with concrete nails and washers complete with hacking the reinforced concrete surface and curing etc. Complete in all respects as per drawing and instructions of the Project Manager.	800	Sft		
5	Providing and laying of PCC 1:2:4 under floor 3inch thick using one part ordinary Portland cement, four parts of best quality sand and eight parts of crush stone including leveling, compacting, curing and surface finishing as required, complete in all respects as per drawings, specifications and as directed by the Consultant/Engineer.	50	Sft		

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

6	i) P/Laying roof screeding 1:3:6 average 2-1/2" thick in proper level using gadded stone including curing complete with cost of material etc. in all respect	600	Sft		
7	P/Making 2" high with cement concrete chamfer 1 :3:6 with smooth finish in cement neru including curing complete with cost of material labor transportation lifting of material etc. in all respect	100	Rft		
8	Providing & Applying Water Guard 3020N of M/s Ressichem or equivalent Chemical to minimum 2 coats at a minimum film coat thickness 2mm and with min hydro static pressure 5 bar or 50 mtr, confirming to BSEN 12390 Pt 8 in the following manner: a) Clean the roof surface with no dust particle or loose concrete b) Plug all duct, conduit openings, roof puncture etc, using 1:2 CSM mortar with SBR c) Apply Water Guard 3020N as a primer with water dilution in ratio 1:1 as a Water primer coat prior to the application of 2 neat coats of Water Guard 3020N. d) Apply Water Guard 3020N in Two (02) Coats by applying brush, trowel or spray minimum wet thickness of film for each coat is 1.67mm and 1.00mm dry film thickness.	600	Sft		
9	P/Fixing UPVC pipe 4" dia 2'-0" long for rain water disposal including making holes in wall and cement concrete etc. complete with cost of material labor transportation lifting of material etc. in all res etc	4	Nos		
10	Providing, Fabricating and fixing Natural Aluminum powder coated Aluminum Louver Ventilators with Anti Pest Filter shutters (inside Ventilators) using delux section(4" x 2") as approved by the Architect including approved quality hardware, etc. Complete as per drawing and as directed by Architect.	24	Sft		
11	Removing of existing full height glass partition and glass door and shifted to designated location within or outside the existing premises of work in Karachi as per the discretion etc. complete in all respects	240	Sft		
12	P/Applying Three coat of ICI, Gobies or equivalent matt finished paint including scrapping with sandpaper putty filling ot have smooth surface etc. including labor material etc. complete in all respect.	2000	Sft		
13	Providing and fixing imported synthetic fiber roller blind approved shade make by T.W or equivalent best quality with aluminum rail/pipes, heavy machine, complete hardware etc. including labor, transportation etc. as directed by incharge engineer, Complete in all respect.	100	Sft		
14	Providing and fixing plain 1/2" thick Gypsum board false ceiling size (2'-00x2'-00) with aluminum rafter hinging system with black groove including labor, material and Transportation complete in all respects. .	550	Sft		

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(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

15	Providing and laying floors of Porcelain Tiles 600mm X 600mm of Malaysian / Granito or equivalent make imported tiles as directed by incharge engineering including base mortar and matching colour, cement slurry for fixing of tiles, complete in all respects as per drawings, specifications and as directed by the Consultant/Engineer.	550	Sft		
16	Providing & laying skirting of porcelain tile 4"x 24" same color 11mm thick (China or equivalent including base mortar) (2-1/2" average) thick CC and matching color grouting, cement slurry for fixing of tiles, complete in all respect.	120	Rft		
17	Providing and laying washroom floors and wall of Tiles ceramic 600mm X 1200mm of Malaysian / Granito or equivalent make imported tiles as directed by incharge engineering including base mortar and matching colour, cement slurry for fixing of tiles, complete in all respects as per drawings, specifications and as directed by the Consultant/Engineer.	400	Sft		
18	Proving and Fixing file Cabinets 3/4" Thick lassani laminated tactile sheet (4025) Including locks hinges handle make Germany etc including labor transportation etc Complete in all respect	50	Sft		
19	Proving and Fixing Kitchen Cabinets 3/4" Thick lassani laminated tactile sheet (4025) Including locks hinges handle make Germany etc including labor transportation etc Complete in all respect	70	Sft		
20	Providing and laying 19 mm thick pre-polished Cherry Pink/Camel Brown Granite on Kitchen Top, including base mortar and matching colour, cement slurry for fixing and grouting, complete in all respects as per drawings.	35	Sft		
21	Carefully removing of existing aluminum window unit including framing and glazing without damage to surrounding walls or finishes and refixing of windows with proper alignment sealing and tightening cleaning of aluminum window frame and glass removal of dust and surface stain of all fixtures and selected aluminum window unit shifted to engineering store including labor transportation etc. Complete in all respect	2	Nos		
22	Supply of WOODEN DOOR (WD-1A), made with 32mm thick sandwich chipboard with 19mm thick soft wood vertical rail both sides covered with approved, 9mm thick mahagni wood edging, finish with clear NC lacquer polish, including door frame of solid partal wood covered with approved laminate/ door boarder and hardware i-e hinges, imported door lock and door stopper etc, complete with hard ware. And complete with all respect as per design.	84	Sft		
			Total		



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FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Bill of Quantities

### REPAIR/ RENOVATION WORK OF EMPLOYEES FRONT OFFICE CBA AT 3<sup>RD</sup> FLOOR NBP

#### HO BUILDING KARACHI

##### Plumbing Works

S#	Description	Qty	Unit	Rate	Amount
1	Providing and Laying GI/UPVC pipes 3/4" dia with all necessary fitting, including commissioning complete in all respect	150	Rft		
2	Providing and Laying AGM Pipe UPVC C-4" dia for WC and vent pipes including all necessary fitting fixtures	60	Rft		
3	P/fixing white European type W.C. PORTA or equivalent best quality or equivalent including backolite plastic seat lid C.P. brackets, hinges and buffers, C.I.P, or Trap 3 gallons capacity ICL coupled flushing cistern low level fittings 1.5" dia CI Flush bend and pipe, 3/4" dia G.I warning pipe carried outside and best vertically down ward chrome plated brass tube connection and 1/2" dia CP brass stop cock, brass nut lining, jointing etc. including making requisite number of holes in wall and floor for pipe connection, making good in cement concrete 1:2:4 etc. complete in all respect as directed by the Engineer Incharge	1	Each		
4	Providing and fixing lavatory basin of approved color in vitreous china best quality Imported PORTA make as approved by the Engineer Incharge complete in all respects to their entire satisfaction including all accessories and fittings master or Sonex make, such as 2-nos. 1/2" dia CP brass tee stop cock with wall cups, PVC flexible inlet pipe connection, CP brass strainer, waste water jointing assembly, painted MS bracket set with nut bolts etc., best quality PVC bottle trap, all joints to services and drains, plugging and screwing as necessary to the structure complete in all respects.	1	Each		

  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

5	Providing and fixing of Stainless Steel Sink large size best quality (Supper Asia or equivalent) fixed in 3/4" thick cherry pink marble of approved quality supported by 0'-4" thick block wall finished with sub base plaster, as water trapes, chrome plated waste 1 1/2" dia rubble plug with chain, 1 1/2" dia bottle trap with union connected with 1 1/4" dia UPVC waste pipe. complete with lining, joining etc. making requisite number of holes in floor and wall for pipe for connection and making good in 1:2:4 concrete slab if required as directed by the Engineer Incharge	1	Nos		
6	Supply and Installation of complete washroom set premium quality make of master faisal ensuring professional work Manship and compliance including all required fittings and accessories work top be carried out by master faisal ensuring proper alignment secure and leak free pressure	1	Nos		
7	Providing and Fixing Looking mirror best quality Belgium made fixe with clips complete in all respect.	10	Sft		
8	P/fixing 30" x 3/4" chrome plated brass tubular or square towel facing rail of approved make and design fitted on wall with C.P. Bracket & plastic rawl plug and C.P. brass screws etc, I/c making holes in wall as directed by the Engineer Incharge.	1	Each		
9	Providing and fixing of stainless-steel gutter jali complete in all respect.	4	Nos		
				<b>Total</b>	



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Bill of Quantities

### MAJOR RENOVATION WORK AT EMPLOYEES FRONT OFFICE CBA 3<sup>RD</sup> FLOOR NBP

#### HO BUILDING KARACHI

##### Electric Works

S#	Description	Qty	Unit	Rate	Amount
1	Replacement of faulty 2x2 LED light (Philips ,OSAKA, fast or equivalent ), with complete Wiring. 40-Watt Day/Warm Light 1-Year Guaranty/Warranty complete in all respects Prices are inclusive of Tax, labor & material in all aspects as per the site requirement	12	Nos.		
2	Replacement of false Ceiling LED Lights 3 Inch 7.5 Watt warm white / cool white Make Philips, Osaka or equivalent. Prices are inclusive of Tax, labor & material in all aspects as per the site requirement	18.	Nos		
3	Replacement of Single Multi Sockets. 13A Clipsal Make.	12	Nos		
4	P/F of Cat 6 Cable for Voice in PVC Conduit, complete in all respect.	03	Nos		
5	P/L of Circuit wiring with 3 x 7/029 PVC insulated Wire in PVC Conduit complete in all respects.	06	Nos		
6	Same as point 05 but point to point.	06	Nos		
7	P/F of 6 Gang Sheet orange make.	01	Nos		
<b>Total</b>					



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REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI

## Bill of Quantities

### REPAIR/ RENOVATION WORK OF EMPLOYEES FRONT OFFICE CBA AT 3<sup>RD</sup> FLOOR NBP

#### HO BUILDING KARACHI

#### Supply of Furniture

S.NO	DESCRIPTION	QTY	UNIT	Rate	Amount
1	<u>Executive table size 5'x3'x2'-6"</u> Supply of Executive table made with Oak veneered & Oak wood with oak wooden edges walnut smoke finish or equivalent approved design and also may option of worktop wrapped with leatherite and lipping paste with machineries, polish should be done with lacquer imported wooden polished machines lacquer polish with front paneling etc. complete in all respect as per approved & standard design TFPC or equivalent design	1	Each		
2	<u>Mobile drawer unit</u> Mobile drawer unit of above same material & quality finish having 3 drawer unit best channel, lock, handles & lacquer polish unit etc. Complete in all respect as approved & standard design TFPC or equivalent approved design.	1	Each		
3	<u>Side Rack size 42"x28"x16"</u> Supply of side rack made with Oak veneered & Oak wood with oak wooden edges with hydraulic machine press & Oak wood with oak walnut smoke finish and lipping or equivalent approved polish lipping paste with machineries, polish should be done with lacquer imported wooden polished machines color having 2 upper shelves / drawers on top and two openable shutter, CPU & key board tray and equipped with cable / power management with best quality channels, lock, handles, hinges and lacquer polish etc. complete in all respect as per approved & standard design of TFPC or equivalent approved design	1	Each		
4	Supply of Two seator sofa Chesterfield with arms made of upholstered with approved Master Molty foam and leatherier with inner structure made of solid wood, commercial ply and legs etc. complete in all respect as per approved, standard design & size of TFPC or equivalent approved design	2	Each		

  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

5	Supply of three seator sofa Chesterfield with arms made of upholstered with approved Master Molty foam and leatherier with inner structure made of solid wood, commercial ply and legs etc. complete in all respect as per approved, standard design & size of TFPC or equivalent approved design	2	Each		
6	Supply of center table made with Oak veneered & Oak wood with oak wooden edges walnut smoke finish & legs with lacquer polish, Polish should be done with machines color etc. complete in all respect as per approved, standard design & size of TFPC or equivalent approved design	2	Each		
7	Supply of Low Back Visitor Chair. Master Aura, Chairister, or equivalent with imported Fabric (black color), Chrome Steel base. Complete in all respect and directed by the engineer Incharge. respect and directed by the engineer Incharge.etc	2	Each		
8	<u>Officer High Back Chair</u> Supply of Officer High Back Chair Master Mesh or Equivalent with arm rest, head rest, lumber & support seat upholstered with best quality foam and Fabric having five spoke nylon base with twin caster wheel, adjustable height with hydraulic base. Complete in all respects as per specifications.as per approve design.	1	Each		
9	Supply of dining table square/Round shape or other design table made with 18+18mm thick sandwich Chipboard with Oak wood veneer on both sides with 5mm thick Oak wooden edges finished with approved NC lacquar polish etc. as per approved & standard design	1	Nos		
10	Supply of wooden dinning Chairs traditional model made of oak wood / teak wood seats with best quality leatherite finished lacquer polish etc. Complete in all respect.	4	Nos		
			<b>Total</b>		

  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Bill of Quantities

### REPAIR/ RENOVATION WORK OF EMPLOYEES FRONT OFFICE CBA AT 3<sup>RD</sup> FLOOR NBP

#### HO BUILDING KARACHI

#### AC Works

S. #	Description of Works	Qty.	Unit	Rate	Amount
1	Providing Split AC unit 1.5ton Capacity, (Inverter Type) having net cooling capacity of 18000 BTU with all accessories, safety valve, EER more than or equal to 2.4 ≥ etc, having warranty of Five Years Compressor and one Year for Parts, Refrigerate Gas R-410 or R-22, in all respect including transportation and all taxes.	2	No		
2	Installation charges of Split AC units as pointed out by the Engineer with all accessories in all respect, with iron angle of outdoor Units.	2	Nos		
			<b>Total</b>		



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REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR  
NBP H.O KARACHI**

**Summary of Bill**

<b>S#</b>	<b>Description</b>	<b>Amount</b>
<b>1</b>	<b>CIVIL WORKS</b>	
<b>2</b>	<b>PLUMBING WORKS</b>	
<b>3</b>	<b>ELECTRICAL WORKS</b>	
<b>4</b>	<b>PROCUREMENT OF FURNITURE</b>	
<b>5</b>	<b>PROCUREMENT OF AC SPLIT UNIT</b>	
	<b>TOTAL:</b>	

**Rupees** \_\_\_\_\_

**The quoted rates / amount shall include the charges for the following:**

- All applicable Federal /Provisional Govt. Taxes and any other overheads.
- The brand material / items as stated in the BOQ should be delivered at site.
- The material upon delivery at site should be got verified from the Bank Engineer, prior to its usage at site. Otherwise, Bank Engineer reserves the right to replace the same without incurring any liability or payment of any charges to the Contractor.
- Loading / un-loading and lifting of material from ground to any floor or vice versa.
- Disposal of Garbage /debris from the site and throwing outside bank's/KMC limits
- Cleaning of entire area after completion of work.
- Material of any brand / manufacturer; not listed in the BOQ or Annexure "Z" will only be accepted if it is an equivalent brand and provided; all the listed brand / manufacturer for that particular material is unavailable in the market; and prior approval with due reasoning / justification was obtained from the Bank Engineer. Otherwise the bidder will be liable to replace the unapproved material and replace it as per the instructions of the Bank Engineer; without incurring any additional charges to the bank including cost of redoing other works as well; adversely affected due to such replacement.
- Works will be supervised and executed strictly in accordance to specifications contained in the Bill of Quantities and as per the instructions of the Project Manager / Bank Engineer / Engineer Incharge.
- It is preferable that Contractor may visit the site prior for quoting rates.

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FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**(ANNEXURE "B")****(List of approved Brands/ Manufacturers)**

S. #	DESCRIPTION	MAKE
1	PVC Pipes & Accessories	Galco
		Jeddah
2	PVC Channel Patti / Dura Duct	Adamjee
		Jeddah
3	MS Back Box/Pull Box/ Technological Box etc.	Local Made
4	Floor Box	Clopal
		Schneider
		Local made
5	Switch Socket Outlets (SSOs) / Switches	Clipsal
		Orange
		Bosch
6	Industrial Sockets	Clipsal
7	DATA/ Voice Face Plates, RJ45/RJ11 I/Os / Connectors	3M
		Schneider
8	Factory tested Patch / Drop Cords	3M
		Schneider
9	Data Cabinet / Communication Rack	Local Made
10	Patch Panel	3M
		Schneider
11	Front Cable Manager	Local Made
12	Telephone Junction Box	Local made
13	Telephone Tag Block	Krone
14	Telephone Cable 10 Pair	Pony
15	Cat 6E, 23 AWG Cable	3M
		Schneider
16	Electrical Wires / Cables	Pakistan Cables
		Newage Cables


**FOR NATIONAL BANK OF PAKISTAN**
**FOR THE BIDDER**

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

		Fast Cables
		Pioneer Cables
		AGE Cables
17	Burglar Alarm Cables	Million cables
		Pakistan Cables
18	Lights (all types)	Philips
		E-Delux
		Osaka
		Oppl
19	Fans (all types)	Pak
		GFC
		Voldam
		Royal
20	Distribution Board	Universal
		Engineers & Engineers
		Prem Engineering
21	Circuit Breakers	ABB
		MG
		Terasaki
22	Change Over Switch	OPAS
		Kraus & Naimer
		Gave
23	Phase Selector Switch	OPAS
		Kraus & Naimer
		Gave
24	Control Fuse	DF
		ETI
25	Earth Copper Plate / Rod	Local made

**Note: Material if installed other than manufacturers listed above will not be entertained/paid.**  
Daywork Schedule **Not Applicable**



FOR THE BIDDER  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## SECTION VII: STANDARD BIDDING FORMS

### Table of Forms

<i>Form 1</i>	<i>Form of Bid</i>
<i>Form ELI 1</i>	<i>Bidder Information Form</i>
<i>Form ELI 2</i>	<i>Bidder's JV Members Information Form (If applicable)</i>
<i>Form PER-1</i>	<i>Personnel (Contractor's Representative and Key Personnel Schedule) – <b>Optional</b></i>
<i>Form PER-2</i>	<i>Resume and Declaration (Contractor's Representative and Key Personnel) – <b>Optional</b></i>
<i>Form CON-2</i>	<i>Historical Contract Non-Performance, Pending Litigation and Litigation History</i>
<i>Form FIN-3.1</i>	<i>Financial Situation and Performance</i>
<i>Form FIN-3.2</i>	<i>Average Annual Construction Turnover</i>
<i>Form FIN-3.3</i>	<i>Financial Resources</i>
<i>Form FIN-3.4</i>	<i>Current Contract Commitments / Works in Progress</i>
<i>Form FIN-3.5</i>	<i>Self-Assessment Tools for Bidder's Compliance to Financial Resources (Criterion 2.1 of Section 3)</i>
<i>Form EXP-4.1</i>	<i>General Construction Experience</i>
<i>Form EXP-4.2(a)</i>	<i>Specific Construction and Contract Management Experience</i>
<i>Form EXP-4.2(b)</i>	<i>Construction Experience in Key Activities – <b>(Not applicable)</b></i>
<i>Form EXP-4.2(c)</i>	<i>Specific Experience in Managing ES aspects – <b>(Not applicable)</b></i>
<i>Appendix-A</i>	<i>Form of Bid Security</i>
<i>Appendix-B</i>	<i>Form of Bid Securing Declaration – <b>(Not applicable)</b></i>
<i>Appendix-C</i>	<i>Formula for Price Adjustment – <b>(Not applicable)</b></i>



FOR NATIONAL BANK OF PAKISTAN

FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## FORM OF BID

Date: \_\_\_\_\_

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos; \_\_\_\_\_ the receipt of which is hereby duly acknowledged, *[insert numbers]*  
we, the undersigned, offer to deliver \_\_\_\_\_

*[Mention description of goods and services]*

in conformity with the said Bidding Documents for the sum of \_\_\_\_\_

*[Mention total Bid Amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We are hereby confirming \_\_\_\_\_

*[insert the name of the Appointing Authority]*

to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**.

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

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

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

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

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

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

  
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\_\_\_\_\_  
**FOR THE BIDDER**  
(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

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

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

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

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

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

[Signature]

[in the capacity of]

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

  
FOR NATIONAL BANK OF PAKISTAN

\_\_\_\_\_  
**FOR THE BIDDER**  
(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

# FORM ELI 1

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date ( \_\_\_\_\_ ) of Bid submission]*

RFB No.: *[insert number of Bidding process \_\_\_\_\_]*

Alternative No.: *[insert identification No if this is a Bid for an alternative \_\_\_\_\_]*

1. Bidder's Name <i>[insert Bidder's legal name] .....</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV] .....</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration] .....</i>
4. Bidder's year of registration: <i>[.....]</i>
5. Bidder's Address in country of registration: <i>[.....]</i>
6. Bidder's Authorized Representative Information Name: <i>[.....]</i> Address: <i>[.....]</i> Telephone/Fax numbers: <i>[.....]</i> Email Address: <i>[.....]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, JV agreement, in accordance with ITB 3.3. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring agency/Employer [in case of subsidiaries]
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

  
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FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## ELI2

### Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

Date: *[insert date (\_\_\_\_\_ ) of Bid submission]*

RFB No.: *[insert number of RFB process\_\_\_\_\_]*

Alternative No.: *[insert identification No if this is a Bid for an alternative \_\_\_\_\_]*

1. Bidder's Name: <i>[insert Bidder's legal name] .....</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name] .....</i> .....
3. Bidder's JV Member's country of registration: <i>[.....]</i>
4. Bidder's JV Member's year of registration: <i>[.....]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[.....]</i> .....
6. Bidder's JV Member's authorized representative information Name: <i>[.....]</i> Address: <i>[.....]</i> Telephone/Fax numbers: <i>[...../.....]</i> Email Address: <i>[.....]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

# Personnel

## Form PER -1

### Contractor’s Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor’s Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Contractor’s Representative and Key Personnel

<b>1.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i> .....
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i> .....
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> .....
<b>2.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i> .....
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i> .....

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	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> .....
<b>3.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i> .....
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i> .....
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> .....
<b>4.</b>	<b>Title of position:</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i> .....
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i> .....
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> .....
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i> .....
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> .....


  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form PER-2:  
Resume and Declaration  
Contractor's Representative and Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]: [title of position from Form PER-1]</b>
---

<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency: [language and levels of speaking, reading and writing skills]</b>	
<b>details</b>	<b>Address of Procuring agency/Employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present Procuring agency/Employer:</b>

  
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Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

**Declaration**

I, the undersigned *[ insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience. I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i> .....
<b>Time commitment:</b>	<i>[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]</i> .....

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Contractor’s Representative or Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

**Date: (Day/ Month /Year):** \_\_\_\_\_



FOR THE BIDDER  
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**Form CON – 2**

## Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur January [ <i>insert year</i> ]			
<input type="checkbox"/> Contract(s) not performed since [ <i>insert year</i> ]			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and PKR equivalent)
		Contract Identification: Name of Procuring agency/Employer(PA): Address of PA: Reason(s) for nonperformance:	
Pending Litigation, in accordance with Qualification Criteria			
<input type="checkbox"/> No pending litigation			
<input type="checkbox"/> Pending litigation			

  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount
		Contract Identification: _____ Name of PA: _____ Address of PA: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria of the Prequalification document			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), PKR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of PA: <i>[insert full name]</i> Address of PA: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring agency/Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

  
**FOR NATIONAL BANK OF PAKISTAN**

**FOR THE BIDDER**  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

# Financial Situation

## Form FIN – 3.1:

### Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITB 16 for the exchange rate

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FOR THE BIDDER

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (PKR)
1		
2		
3		

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant to Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the \_\_\_\_\_ years required above; and complying with the requirements

  
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\_\_\_\_\_  
FOR THE BIDDER  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form FIN – 3.2:**

**Average Annual Construction Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	PKR equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria.

  
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\_\_\_\_\_  
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 (Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

### Form FIN – 3.3:

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount
1		
2		
3		



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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

## Form FIN – 3.4:

### Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring agency/Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR/month]
1					
2					
3					
4					
5					



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### Form FIN – 3.5:

### Self-Assessment Tool for Bidder’s Compliance to Financial Resources (Criterion 2.1 of Section 3)

This form requires the same information submitted in Forms FIN – 3.3 and FIN -3.4. All conditions of “Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract” must be satisfied to qualify.

#### Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____				.....	
(Name of Bidder)				..	

#### Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3.3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 3.4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____				.....	
(Name of Partner)				.	

  
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\_\_\_\_\_  
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Each Partner:					
_____				.....	
– (Name of Partner 1)				.	
_____				.....	
– (Name of Partner 2)				.	
_____				.....	
– (Name of Partner 3)				.	
All partners combined	$\sum D =$ Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____	.....	

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

  
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\_\_\_\_\_  
**FOR THE BIDDER**  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**EXPERIENCE**

**Form EXP - 4.1**

**General Construction Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of PA: _____ Address: _____	

**Work Experience documents to be submitted**

  
FOR NATIONAL BANK OF PAKISTAN

\_\_\_\_\_  
FOR THE BIDDER  
(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
PA's Name:				
Address:  Telephone/fax number  E-mail:				

**Work Experience documents to be submitted**

  
 \_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form EXP - 4.2(a) (cont.)**  
**Specific Construction and Contract Management Experience**  
**(cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

**Work Experience documents to be submitted**

  
 \_\_\_\_\_  
**FOR NATIONAL BANK OF PAKISTAN**

\_\_\_\_\_  
**FOR THE BIDDER**  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form EXP - 4.2(b) NOT APPLICABLE**

**Construction Experience in Key Activities**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>1</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

ICB/NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 38 and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				PKR equivalent
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				

<sup>1</sup> If applicable

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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

	<b>Information</b>		
Year 2			
Year 3			
Year 4			
PA's Name:			
Address:			
Telephone/fax number			
E-mail:			

2. Activity No. Two

3. ....

	<b>Information</b>
Description of the key activities in accordance with Section III:	

 FOR NATIONAL BANK OF PAKISTAN

\_\_\_\_\_  
**FOR THE BIDDER**  
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**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACHI**

**Form EXP - 4.2 (c) NOT APPLICABLE**

**Specific Experience in Managing ES aspects**

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member Name: *[insert full name]*  
 ICB/NCB No. and title: *[insert ICB/NCB number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

  
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\_\_\_\_\_  
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# Appendix-A

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

  
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\_\_\_\_\_  
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This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***



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**Appendix-B**  
**Form of Bid-Securing Declaration**

*Not Applicable*



\_\_\_\_\_  
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\_\_\_\_\_  
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# Appendix-C

## Formula for Price Adjustment

*Not Applicable*



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

### Section VIII. General Conditions (GC)

#### **Red Book:**

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

An original copy of the above FIDIC publication i.e. “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

#### **International Federation of Consulting Engineers (FIDIC)**

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

[www.fidic.org](http://www.fidic.org)

FIDIC code: ISBN13: 978-2-88432-084-9

## Section IX. Special Conditions of the Contract



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## Special Conditions of the Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements of the National Bank of Pakistan, the engineer, the sector, the overall project, and the works. In the event of a conflict, the provisions herein shall prevail over those in the GCC.

### Part A – Contract Data

Contract data of the SCC, includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>General Provision (GCC 1)</b>		
1.	1.1.27	<b>Defects Notification Period (DNP):</b> 365 days
2.	1.1.85	<b>Time for Completion:</b> 90 days
3.	1.3	<p><b>For notices</b></p> <p>Departmental Head (Civil) , Engineering Wing, H.O Engineering Division, LCMG, 3<sup>rd</sup> Floor NBP Head Office Building, I.I Chundrighar Road Karachi:</p> <p>Contractors Authorized representatives name and address:                      .....</p>
4.	1.4	<p><b>Governing Law;</b></p> <p>The Applicable Law shall be: <b>Laws of the Country</b></p>
3.	1.4	<p><b>Communication Language:</b></p> <p>The Communication Language shall be: <b>ENGLISH/Urdu</b></p>
4.	1.5	<p><b>Documents forming the contract listed:</b></p> <p><b>(a) The Contract Agreement; (b) The Letter of Acceptance; (c) The Particular Conditions Part A – Contract Data; (d) the Particular Conditions Part B – Special Provisions; (f) General Conditions; (g) the</b></p>



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		Specification; (h) the Drawings; (i) the Schedules; (j) the JV Undertaking (if the Contractor is a JV); and (k) any other documents forming part of the Contract.
<b>The Employer/ Procuring agency/Employer (GCC Clause 2)</b>		
5.	2.1	Time for access to the Site: <b>No later than the Commencement Date</b>
<b>The Engineer (GCC Clause 3)</b>		
6.	3.2	Engineer's Duties and Authority: Variations resulting in an increase of the Accepted Contract Amount in excess of ___% shall require approval of the National Bank of Pakistan.
<b>The Contractor (GCC Clause 4)</b>		
7.	4.2	Performance guarantee/ security will be 5% of the Contract Price in the form of a bank guarantee from a scheduled bank of Pakistan/Insurance bond from an insurance company having at least AA rating from PACRA/JCR. <b>Not Applicable</b>
8.	4.7.2(a)	<b>Clause 4.7 Setting out</b> Period for notification of errors in the items of reference <b>"15 Days"</b>
9.	4.22	<b>Contractor's Operations on site</b> On Site <i>[Describe any other places as forming part of the Site]</i>
<b>Sub-Contracting (GCC Clause 5)</b>		
10.	5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) <b>Not Applicable</b>
11.	5.1 (b)	Works for which sub-contracting is not permitted. <i>[Insert works for which sub-contracting is not permitted]</i> <b>Whole Works</b>
<b>Staff and Labour (GCC Clause 6)</b>		
12.	6.5	Normal working hours <b>[12 Hours]</b>
<b>Plant, Material and Workmanship (GCC Clause 7)</b>		
13.	7.2	Samples <i>[please specify if required]</i> <b>Not Applicable</b>
<b>Commencement, Delays and Suspension (GCC Clause 8)</b>		
14.	8.3	Number of additional paper copies of program Note: <b>Through EPADS</b>
15.	8.8	Delay damages shall be payable for each day of delay shall be 0.1% of the Contract Price per day, in the currency and proportions in which



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		the Contract Price is payable. Maximum amount of delay damages is 10% of the Contract Price
<b>Measurement and Valuation (GCC Clause 12)</b>		
16.	12.2	The method of measurement shall be in accordance with the Bill of Quantities. Except as otherwise stated in the Contract, measurement shall be made of the net actual quantity of each item of the Permanent Works and no allowance shall be made for bulking, shrinkage or waste]
17.	12.3	Percentage profit [five percent (5%)]
<b>Variations and Adjustments (GCC Clause 13)</b>		
18.	13.4 (b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit is <b>N/A</b>
19.	13.7	Adjustments for Changes in Cost: <b>Not Applicable</b>
<b>Contract Price and Payment (GCC Clause 14)</b>		
20.	14.2	Total advance payment shall be ____ Percentage of the Accepted Contract Amount payable in the currency and proportion of the contract. <b>Not Applicable</b>
21.	14.2.3	Repayment of Advance payment: <b>Not Applicable</b>
22.	14.3(iii)	Percentage of retention: <u>5%</u> Limit of Retention Money: <u>5 %</u>
23.	14.5(b)(i)	Plant and Materials: If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped . <b>Not Applicable</b>
24.	14.5(c)(i)	Plant and Materials: Plant and Materials for payment when delivered to the Site: <b>Not Applicable</b>
25.	14.6.2	Withholding (amounts in) an IPC_ % of the Accepted Contract Amount. <b>Not Applicable</b>



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26.	14.7(a)	Period of payment of Advance Payment to the Contractor _____ days [ <i>insert number of days, normally 28 days</i> ] <b>Not Applicable</b>
27.	14.7b(i)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) <b>30 days</b> [ <i>insert number of days, normally 30 days</i> ]
28.	14.7b(ii)	Period for the Procuring agency/Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) <b>60 days</b> [ <i>insert number of days, normally 60 days</i> ]
29.	14.7(c)	Period for the Procuring agency/Employer to make final payment to the Contractor <b>60 days</b> [ <i>insert number of days, normally 56 days</i> ]
30.	14.8	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) <b>Not Applicable.</b>
31.	14.11.1(b)	Number of additional paper copies of draft Final Statement: 01
32.	14.15	<b>Currencies of Payment</b> The Contract Price shall be paid in the currency or currencies named in the Contract Data. If more than one currency is so named, payments shall be made as follows: (a) if the Accepted Contract Amount was expressed in Local Currency only or in Foreign Currency only.
33.	14.15 (a)(i)	The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Contract Data, except as otherwise agreed by both parties.
34.	14.15 (c)	Payment of Delay Damages shall be made in the currencies and proportions specified in the Contract Data. PKR.
35.	14.15 (f)	If no rates of exchange are stated in the Contract Data, they shall be those prevailing on the Base Date and published by the central bank of the Country. N/A.



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36.	17.2 (d)	<p><b>Liability for Care of the Works</b></p> <p>Any operation of the forces of nature (other than those allocated to the Contractor in the Contract Data) which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.</p>
<b>Insurance (GCC Clause 19) N/A</b>		
37.	19.1	<p>Permitted deductible limits</p> <p><b>insurance required for the Works: Note: The sum stated in Letter of Acceptance plus fifteen percent 15%.</b></p> <p><b>insurance required for Goods: Note: Full replacement Cost</b></p> <p>insurance required for liability for breach of professional duty: <b>Note: N/A</b> _____</p> <p>insurance required against liability for fitness for purpose (if any is required): <b>Note: N/A</b> _____</p> <p><b>insurance required for injury to persons and damage to property: a) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank</b></p> <p>insurance required for injury to employees: ____</p> <p>other insurances required by Laws and by local practice.</p>
38.	19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%
39.	19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works <b>Note: N/A</b>
40.	19.2.2	Extent of insurance required for Goods Amount of insurance required for Goods <b>(19.1) Note: Full replacement Cost</b>
41.	19.2.3(a)	amount of insurance required for liability for breach of professional duty <b>Note: N/A</b>
42.	19.2.3(b)	Insurance required against liability for fitness for purpose



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		Yes/No [ <i>delete as appropriate</i> ] <b>Note: N/A</b>
43.	19.2.3	Period of insurance required for liability for breach of professional duty <b>Note: N/A</b>
44.	19.2.4	Amount of insurance required for injury to persons and damage to property <b>(19.1) Note: a) As per workmen compensation act b) Contractor's all Risk including Third party c) Damages to the Structure, stores if supplied by the Bank</b>
45.	19.2.6	<b>Insurance</b> <u>Other insurances required by Laws and by local practice</u> The contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
<b>Dispute Avoidance/ Adjudication Board (GCC Clause 21)</b>		
46.	21.1	Time for appointment of DAAB: <i>28 days</i> .
47.	21.1	The DAAB shall comprise <i>01 member</i> .
48.	21.1	List of proposed member(s) of DAAB. To be inserted at the time of Contract Signing.
49.	21.2	Appointing entity (official) for DAAB members; Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website
50.	21.6	Rules of Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be Karachi.



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## Part-B Special Provisions

1.	1.1	<b>Definitions</b>	1.1.76 "Specification" Following is added at the end: "and consists of two parts i.e., i) "Part A - Specific Provisions"; and ii) "Part B - Technical Provisions"."
2.	1.2	<b>Interpretation</b>	"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). Sub-paragraph (k) is added: "(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."
3.	1.5	<b>Priority of Documents</b>	The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following: (a) the Contract Agreement; (b) the Letter of Acceptance; (c) the Letter of Bid; (d) the Particular Conditions Part A - Contract Data; (e) the Particular Conditions Part B - Special Provisions; (f) the General Conditions; (g) The completed Appendices to Bid at Section-V (A to N), (excluding Appendix-K to Bid); (h) the completed Schedules to Bid including Bill of Quantities; (i) the Drawings; (j) the Specification Part A - Special Provisions; (k) the Specification Part B - Technical Provisions; (l) Operation and Maintenance Services; (m) any other documents forming part of the Contract. The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
4.	1.6	<b>Contract</b>	In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be borne by the Contractor"
5.	3.1	<b>The Engineer</b>	In sub-paragraph (a) the text "as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "professional engineer".



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6.	3.2	<b>Engineer's Duties and Authority</b>	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> <li>(a) (a)Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors],5.2[Nominated Subcontractor</li> <li>(b) Any action under Sub-Clauses 8.9 [Employer's Suspension] and 8.12 [Prolonged Suspension]</li> <li>(c) Issuance of "Taking Over Certificate" under Sub-Clause 10.1 [Taking Over the Works and Sections].</li> <li>(d) Issuing the "Performance Certificate" under Sub-Clause 11.9 [Performance Certificate].</li> <li>(e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except; <ul style="list-style-type: none"> <li>i. in an emergency situation as determined by the Engineer, or</li> <li>ii. if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</li> </ul> </li> <li>(f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].</li> <li>(g) Certifying release of second half of the Retention Money under Sub Clause 14.9 [Release of Retention Money].</li> <li>(h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].</li> </ul> <p>Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer's Duties and Authority] of the General Conditions.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>Following is added after the words "the Employer's consent is required" in 4<sup>th</sup> paragraph:</p> <p style="text-align: right;">"stating that the Employer's consent has been obtained for that specified authority"</p>
11.	3.7	<b>Agreement or Determination</b>	<p>3.7.5 Dissatisfaction with Engineer's determination</p> <p>The contents of last paragraph of this clause are replaced as under;</p> <p>In the event that a Party fails to comply with an agreement of the Parties under this Sub-Clause 3.7 or a final and binding determination of the Engineer, the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 21.8 [Arbitration].</p>



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12.	4.3	<b>Contractor's Representative</b>	<p>In second paragraph the text "professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)" are added after the words "qualified, experienced".</p> <p>In 2<sup>nd</sup> line of 4<sup>th</sup> paragraph the text "or appoint a replacement" is substituted by "except appointment of a suitable temporary replacement is deployed at the Site"</p>
13.	4.4	<b>Contractor's Documents</b>	<p>4.4.2 As-Built Records</p> <p>First paragraph is deleted and the text in the last paragraph is substituted with the following:</p> <p>"The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.</p> <p>The price of such Drawings shall be deemed to be included in the Contract Price</p> <p>Following Sub-Clause is added:</p> <p><u>4.4.4 Shop Drawings</u></p> <p>The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.</p>

14.	4.7.	<b>Setting Out</b>	4.7.3 (c)ii. Contractor shall only be entitled to Extension of Time.
15.	4.8	<b>Health and Safety Obligations</b>	<p>The following text is added at the end of this Sub-Clause:</p> <p>In the event of work being carried out outside the normal working hours and in the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer.</p>
16.	4.12.	<b>Unforeseeable Physical Conditions</b>	4.12.4. Contractor shall only be entitled to Extension of Time.
17.	4.15	<b>Access Rout</b>	Contractor shall only be entitled to Extension of Time.



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18.	4.20	<b>Progress Reports</b>	<p>The words “one paper-original.”</p> <p>In first paragraph is deleted and substituted with the “03 paper-original”</p> <p>At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:</p> <p>(i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;</p> <p>(j) monthly summery of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any;</p> <p>(k) salient contractual and project information</p>
20.	5.1	<b>Subcontractors</b>	<p>Add the following text at the end of paragraph (ii):</p> <p>“under Schedule to Bid”</p> <p>The following is added at the end of the last paragraph of Sub- Clause 5.1:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub- Clause 15.2.3 [After Termination].</p> <p>The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”</p>
21.	5.2	<b>Nominated Subcontractors</b>	<p>5.2.2 Objection to Nomination</p> <p>In sub-paragraph (c), “and” is deleted from the end of (i); “.” at the end of (ii) is replaced with: “, and”.</p> <p>The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause</p> <p>5.2.3 [Payment to nominated Subcontractors].”</p>
22.	6.1	<b>Engagement of Staff and Labour</b>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>“The Contractor shall, to the extent practicable and reasonable, employ staff (100%) and labour (100%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”</p>
23.	6.7	<b>Health and Safety of Personnel</b>	<p>The existing text is substituted with the following:</p> <p>“In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”</p>



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24.	6.8	<b>Contractor's Superintendence</b>	<p>Insert at the end of sub-paragraph (a) of this Sub-Clause:  "or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"  The following text is added at the end of this Sub-Clause:  "The Contractor's authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.  The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the  Contract."</p>
25.	6.12	<b>Key Personnel</b>	<p>The following is inserted at the end of the last paragraph:  "If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."</p>
The following Sub-Clauses 6.13 to 6.25 are added at the end of Sub-Clause 6.12:			
26.	6.13	<b>Supply of Foodstuffs</b>	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the  Contractor's Personnel for the purposes of or in connection with the Contract.</p>
27.	6.14	<b>Supply of Water</b>	<p>The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.</p>
28.	6.15	<b>Measures against Insect and Pest Nuisance</b>	<p>The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p>
29.	6.16	<b>Alcoholic Liquor or Drugs</b>	<p>The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.</p>
30.	6.17	<b>Arms and Ammunition</b>	<p>The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.</p>
31.	6.18	<b>Festivals and Religious Customs</b>	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs</p>
32.	6.19	<b>Funeral Arrangements</b>	<p>The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.</p>
33.	6.20	<b>Forced Labour</b>	<p>The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p>



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34.	6.21	<b>Child Labour</b>	The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.
35.	6.22	<b>Employment Records of Workers</b>	The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [ <i>Contractor's Records</i> ].
36.	6.23	<b>Workers' Organizations</b>	The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

37.	6.24	<b>Non-Discrimination and Equal Opportunity</b>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
38.	6.25	<b>Epidemics</b>	In the event of any out-break of illness of epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.



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41.	7.7	<b>Ownership of Plant and Materials</b>	<p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p> <p>The following is added at the end of the Sub-Clause:          "No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:          remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or          replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).          Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.          The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."</p>
42.	The following Sub-Clause 7.9 is added after Sub Clause 7.8:		
43.	7.9	<b>Use of Pakistani Materials and Services</b>	The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
44.	8.1	<b>Commencement of Works</b>	The following is added before the first paragraph: "After signing of the Contract Agreement by both Parties," and

			thereafter the word "The" is replaced with the word "the".
45.	8.5	<b>Extension of Time for Completion</b>	The Contractor shall only be entitled for Extension of Time. The following is added after paragraph (c): "for last five years".
46.	8.10	<b>Consequences of Employer's Suspension</b>	The Contractor shall only be entitled for Extension of Time.
49.	The following Sub-Clause 11.12 is added after Sub-Clause 11.11:		



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50.	11.12	<b>Supervisory Assistance During DNP</b>	If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.
53.	12.2	<b>Method of Measurement</b>	The following paragraph is added at the end of the Sub-Clause: "Summary of measured quantity for payment shall be delineated itemwise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate". or as required by Engineer"
54.	12.3	<b>Valuation of the Works</b>	The text is deleted and replaced with following: Variations shall be valued as follows: a) at a lump sum price agreed between the Parties, or b) where appropriate, at rates in the Contract, or c) rates notified by the Government Departments/agencies, or d) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which e) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate,  Contractor's profit & overheads shall be up to 15% of the cost of labour & materials, cartage, etc. Taxes shall be considered as per actual rate while analyzing rates for any extra items. For valuation of variations and approval of rates for non-BOQ/extra items, the decision of the Director Engineering will be final & binding upon the parties. The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.
55.	13.6	<b>Adjustments for Changes in Laws</b>	Contractor shall only be entitled for extension of Time. Further, if the relevant delay has not already been taken into account in the determination of a previous extension of time.
56.	14.2.4	<b>Secure Advance on Material</b>	Add the following sub clause 14.2.4 after clause 14.2.3 The Employer at his sole discretion may provide to Contractor Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer in charge may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the permanent Works subject to approval of Director/Head of Engineering, provided that: (a) The materials are in accordance with the Specifications for the permanent works; (b) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer in charge but at the risk to cost of the Contractor; (c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer in charge, and such records shall be available for inspection by the Engineer in charge;



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			<p>(d) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer in charge for the purpose of valuation of materials and providing evidence of ownership and payment therefore;</p> <p>(e) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer.</p> <p>(f) 60% of the purchase price of the item/material or 50% of tender price of the item/material whichever is lesser, after measuring the quantity &amp; verification of the quality of materials at site by the Employer may be paid</p> <p>The amount of Secured Advance against any item(s)/materials shall be recovered from the next three (03) bill of the Contractor in the form of three equal installments. The Employer reserves the right to recover all outstanding amount of the Secured Advance from very 1st bill of the Contractor submitted after release of the Secured Advance.</p>
57.	14.3	<b>Application for Interim Payment</b>	<p><b>Imbalance Bid</b></p> <p>Add following paragraph at end of sub-clause:</p> <p>In case of imbalanced bid (abnormally high/low rates than market/ Employer's Engineer's estimate) duly justified by the contractor, the payments against such running bills will be made by the employer up to 80% of the running bill after required deductions. The remaining amount will be settled at the time of final settlement upon completion of work to the satisfaction of the Employer.</p>
58.	14.8	<b>Delayed Payment</b>	The clause is deleted in its entirety
59.	15.2	<b>Termination for Contractor's Default</b>	<p><u>15.2.1 Notice</u></p> <p>Following text is added at the end of sub-paragraph (h) of this Sub-Clause: "For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004."</p> <p><u>15.2.4 Completion of Works</u></p> <p>The first paragraph is replaced with following</p> <p>After termination under this Sub-Clause, the Employer may complete the Works and/or arrange for any other entities to do so at the risk and cost of the Contractor. The Employer and/or these entities may then use any Goods and Contractor's Documents (and other design documents, if any) made by or on behalf of the Contractor to complete the Works. The following text is added at the end of this Sub-Clause</p>
60.	15.2.5	<b>Blacklisting</b>	<p>The Procuring agency/Employer shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <p>(a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</p> <p>(b) Fails to perform his contractual obligations; and</p> <p>(c) Fails to abide by the id securing declaration</p>
61.	15.4	<b>Payment after Termination</b>	"The Employer shall be entitled to sell any of the Contractor's Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause
62.	16.1	<b>Suspension by Contractor</b>	<p>c. Not applicable</p> <p>d. Not applicable</p> <p>Contractor shall only be entitled for extension of Time</p>



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63.	16.2	<b>Termination by Contractor</b>	e. Not applicable d. Not applicable e. Not applicable h. Not applicable 16.2.2 - Contractor shall only be entitled for extension of Time
64.	16.3	<b>Contractor's Obligations After Termination</b>	Sub-paragraph (c) is deleted and replaced with: "(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; and (d) remove all other Goods from the Site, except as necessary for

			safety, and leave the Site."
65.	17.7	<b>Use of Employer's Accommodation/Facilities</b>	The following Sub-Clause 17.7 is added after Sub-Clause 17.6: The Contractor shall take full responsibility for the care of the items of the Employer's facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.  If any loss or damage happens to any of the above items during time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor's risk and cost.
66.	18.1	<b>Exceptional Events</b>	The words "or disorder" are replaced with "disorder or sabotage" in sub-paragraph (c) of the Clause.
67.	18.4	<b>Consequences of an Exceptional Event</b>	Contractor shall only be entitled for extension of Time
68.	18.5	<b>Optional Termination</b>	The sub clause is deleted in its entirety
69.	19.1	<b>General Requirements</b>	Following text is added at the end of first paragraph: "The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer's consent."  Following text is added at the end of third paragraph: "The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5."
71.	21.1	<b>Constitution of the DAAB</b>	The DAAB will be constituted with mutual consent at the time of any dispute if arises between Employer and Contractor.



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72.	<b>21.9</b>	<b>Arbitration</b>	<p>The following Clause 21.9 is added</p> <p>Any dispute in respect of which the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 3.7 shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended from time to time or any statutory modification or re-enactment thereof for the time being in force. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.</p> <p>Neither party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 3.7. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.</p> <p>Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works.</p> <p>The place of arbitration shall be Karachi, Pakistan</p>
73.	The following Clauses are added after Clause 21		
74.	<b>22</b>	<b>Taxes</b>	<p>The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.</p>
75.	<b>23</b>	<b>Integrity Pact</b>	<p>If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :</p> <ul style="list-style-type: none"> <li>(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;</li> <li>(b) terminate the Contract; and</li> <li>(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.</li> </ul>



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			<p>The termination under sub-paragraph (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub- paragraph (a) and (c) of this Sub-Clause.</p>
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***Note: Special Provisions shall always over rule and supersede the respective provisions of General Conditions of the Contract. In order to conveniently trace the respective clause, reference of the concerned GCC clause must be provided.***



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## SECTION X: CONTRACT FORMS



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# Notification of Award

(On Procuring agency/Employer's letterhead)

Letter of Acceptance

[Date]. . . . .

To: . . . . .[Name and address of the contractor]

Dear Sir,

## Letter of Acceptance

NBP would like to inform that the SEVP (Group Chief), LCMG has approved your financial bid for an amount of \_\_\_\_\_ only inclusive of all applicable taxes for \_\_\_\_\_.

All the terms and conditions will be as per the contract. For signing and execution of contract, please liaise with:

Yours Truly,

**CC:**

Attachment: Contract Agreement



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## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name and address of Procuring agency/Employer] of Pakistan (hereinafter called “the Procuring agency/Employer”) of the one part and [name of Contractor] of [city and country of Contractor] (hereinafter called “the”) of Contractor other part:

WHEREAS the Procuring agency/Employer desired that the works [brief description of works] should be executed by the contractor, and has accepted a Bid by the contractor for the execution and completion of these works and remedying of any defects therein, in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of Contract;
  - (b) Letter of Acceptance;
  - (c) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (d) the Works Requirements;
  - (e) the Technical Specifications;
  - (f) the Drawings;
  - (g) the General Conditions of the Contract
  - (h) the Special Conditions of Contract,
  - (i) the completed schedule including Bill of Quantities; and
  - (j) [add here: any other documents]
3. In consideration of the payments to be made by the Procuring agency/Employer to the contractor as mentioned in this contract, the contractor hereby covenants with Procuring agency/Employer to execute the works to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency/Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the



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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 and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring agency/Employer)	Signed, sealed, delivered by _____ the _____ (for the Contractor)
Witness to the signatures of the Procuring agency/Employer .....	Witness to the signatures of the Contractor .....



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**Performance Guarantee Form**

To: *[name of Procuring agency/Employer]*

WHEREAS *[name of Contractor]* (hereinafter called “the contractor”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for the execution of *[insert name of the works and its brief description]* (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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]*



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# Retention Money Security

## Demand Guarantee

\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring agency/Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Procuring agency/Employer, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Procuring agency/Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_ [amount in words]) upon receipt by us of the Procuring agency/Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Procuring agency/Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Contractor's bank].

This guarantee shall expire no later than the .... day of ....., 2..., and any demand for payment under it must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative)

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACH**

**Integrity Pact**

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

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

[Name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

\_\_\_\_\_  
[Procuring agency/Employer]

\_\_\_\_\_  
[Contractor]

FOR NATIONAL BANK OF PAKISTAN



FOR THE BIDDER

(Duly signed & stamped by the Authorized Representative

**REPAIR/ RENOVATION WORK OF EMPLOYEE FRONT OFFICE CBA AT 3RD FLOOR NBP H.O KARACH**