

**NATIONAL BANK OF PAKISTAN**  
(STANDARD BIDDING DOCUMENT)

**SUPPLY & INSTALLATION OF AIR  
CONDITIONERS FOR NBP AHMEDPUR EAST  
BRANCH (0302), BAHAWALPUR REGION.**

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



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



**STANDARD BIDDING DOCUMENTS**  
for  
**SUPPLY & INSTALLATION OF AIR CONDITIONERS FOR NBP AHMEDPUR**  
**EAST BRANCH (0302), BAHAWALPUR REGION.**

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

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## **PART-A**

# **BIDDING PROCEDURE & REQUIREMENTS**



## SECTION I: INVITATION TO BIDS

### INVITATION TO BIDS

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

- Supply & Installation of Air Conditioning Units of 2 Ton Capacity (04 Nos.), 1.5 Ton Capacity (02 Nos.) & 1 Ton Capacity (06 Nos.) for NBP Ahmedpur East Branch (0302), Bahawalpur Region.

Eligibility criteria for bidding document consists of the following.

1. A bidder should submit company profile with complete detail of works in hand.
2. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.
3. Bidder must have two supplies of Air conditioning of each worth One (01) Million or above during last three (03) years.
4. Copy of Valid dealership certificate from OEM.
5. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above-mentioned eligibility criteria in the office of the Divisional Head, Procurement Division, 3<sup>rd</sup> Floor, NBP Head Office, Karachi, for verification on or before July 17, 2023. In case of non-compliance / ineligibility the bidder will not be allowed to participate in the bidding process.

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

The bid, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to PKR 50,000/- for NBP Ahmedpur East Branch (0302), Bahawalpur Region in shape of Pay order or Bank Guarantee must reach in the office of:

**"Divisional Head, Procurement Division, LCMG, 3<sup>rd</sup> Floor, National Bank of Pakistan, Head Office I.I. Chundigarh Road, Karachi. Tel. +92-21-99220331, 021-38902435, 021-38902647"**

on or before 11:00 am on July 20, 2023. Bids will be opened on the same day at 11:30 am in the presence of tender opening committee and bidders, who opt to attend. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day at same time. This advertisement is also available on PPRA website at [www.ppra.org.pk](http://www.ppra.org.pk) as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER> .

#### **Divisional Head.**

Procurement Division,  
Logistics Communications & Marketing group,  
3<sup>rd</sup> Floor, NBP Head Office Building,  
I.I Chundrigar Road, Karachi.  
Tel: 021-99220331, 38902435, 38902647



**SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)****A. INTRODUCTION**

1. Scope of Bid	1.1	National Bank of Pakistan, invites Bids for the Supply & Installation of Air Conditioners for NBP Ahmedpur East Branch (0302), Bahawalpur Region as per Annexure V: Technical Specifications & Schedule of Requirements. The successful Bidder will be expected to deliver the goods within the specified period and timeline(s) as stated in the Bid Data Sheet (BDS).
2. Source of Funds	2.1	National Bank of Pakistan
3. Eligible Bidders	3.1	<ul style="list-style-type: none"> <li>i. A bidder should submit company profile with complete detail of works in hand.</li> <li>ii. Copy of valid NTN / STN certificates and bidder must be on active tax payer list of FBR.</li> <li>iii. Bidder must have two supplies of Air conditioning of each worth One (01) Million or above during last three (03) years.</li> <li>iv. Copy of Valid dealership certificate from OEM.</li> <li>v. Affidavit on stamp paper of Rs. 100/- that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.</li> <li>vi. Bid Validity period 180 days.</li> </ul>
	3.2	<p>A Bidder shall not have a conflict of interest. Any bidder found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ul style="list-style-type: none"> <li>a) are associated or have been associated in the past directly or indirectly with a firm or any of its affiliates which have been engaged by National Bank of Pakistan to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Air Conditioners, to be purchased under this Invitation for Bids.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>e) have a relationship with each other, directly or through common third party, that puts them in a position to have access to information about or influence the Bid of another Bidder, or influence the decisions of the National Bank of Pakistan regarding this Bidding process; or</li> <li>f) Submit more than one Bid in this Bidding process.</li> <li>g) Bidder blacklisted or involved in any kind of lawsuits from any Govt., Semi Govt. or by any organization.</li> </ul>



	3.3	A Bidder may be ineligible if – a) he is declared bankrupt or, in the case of company or firm, insolvent. b) the bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. c) Convicted by a final judgment of any offence involving professional misconduct. d) Bidders shall provide evidence of their eligibility, proof of compliance with necessary legal requirements to carry out the contract effectively.
4. Eligible Goods and Related Services	4.1	Deliverables under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4.
	4.2	For purposes of this Clause, "origin" means the place where the goods are manufactured, through 'manufacture, procession, or assembly.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the National Bank of Pakistan shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda include: <b>Section I</b> Invitation to 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> Schedule of Requirements <b>Section VI</b> Forms - Bid <b>Section VII</b> General Conditions of Contract (GCC) <b>Section VIII</b> Special Conditions of Contract (SCC) <b>Section IX</b> Contract Forms
	7.2	National Bank of Pakistan is not responsible for the completeness of the bidding documents and their addenda, if they were not downloaded from the website of National Bank of Pakistan or received from the respective office.
	7.3	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.



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

### C. PREPARATION OF BIDS

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



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



16. Bid Currency	16.1	Bidders shall quote all prices in Pakistan Rupees (PKR) only. If any bidder quotes the bid prices other than Pak Rupees, the interbank conversation rate in Pak Rupees (as determined by NBP) on the day of financial bid opening will be considered for calculating total bid amount in Pakistan Rupees (PKR) and for evaluating their bids.						
17. Bid Validity Period	17.1	Bids shall remain valid for 180 days after the Bid submission deadline prescribed by NATIONAL BANK OF PAKISTAN. A Bid valid for a shorter period shall be rejected as non-responsive.						
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, NATIONAL BANK OF PAKISTAN may request the Bidders consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. NBP's request and the Bidders response shall be made in writing or in electronic form that provide record of the content of communication.						
18. Bid Security	18.1	Bidder shall furnish as part of its Bid, a Bid Security amounting to following, in form of Bank Draft or Bank Guarantee; <table border="1" data-bbox="651 846 1437 992"> <thead> <tr> <th>S. No</th> <th>Branches</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NBP Ahmedpur East Branch (0302), Bahawalpur Region</td> <td>50,000/-</td> </tr> </tbody> </table>	S. No	Branches	Bid Security Amount	1	NBP Ahmedpur East Branch (0302), Bahawalpur Region	50,000/-
S. No	Branches	Bid Security Amount						
1	NBP Ahmedpur East Branch (0302), Bahawalpur Region	50,000/-						
	18.2	Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 shall be rejected as non-responsive.						
	18.3	Unsuccessful Bidders' Bid Security will be promptly discharged.						
	18.4	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.						
	18.5	Bid Security may be forfeited: a) if a Bidder: i) Withdraws its bid during the period of Bid Validity as specified by NATIONAL BANK OF PAKISTAN, ii) Does not accept the correction of errors b) in the case of a successful Bidder, if the Bidder fails: i) To sign the contract ii) To furnish performance security (or guarantee)						
19 Alternative Bids by Bidders	19.1	Alternatives bids will not be considered.						
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.						

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

#### D. SUBMISSION OF BIDS

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



**E. OPENING AND EVALUATION OF BIDS**

26. Opening of Bids	26.1	The National Bank of Pakistan will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.
	26.2	As in case of Single Stage One Envelope procedure, the Bidders names, the Bid prices, any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the National Bank of Pakistan may consider appropriate, will be announced by the Tender Opening Committee.
	26.3	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the National Bank of Pakistan against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.4	National Bank of Pakistan shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and specs of deliverables, the Bid price if applicable, confirmation of bid security or otherwise
	26.5	The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
	26.6	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the National Bank of Pakistan processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding <b>ITB Clause 27.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the National Bank of Pakistan on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the National Bank of Pakistan may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the National Bank of Pakistan shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the National Bank of Pakistan will determine whether each Bid: a) meets the eligibility criteria b) has been prepared as per format and contents defined by National Bank of Pakistan in the Bidding Documents; c) has been properly signed; d) is accompanied by required securities; and e) Is responsive to requirements of the Bidding Documents.
	29.2	A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. A material deviation or reservation is one that: - a) affects in any substantial way the scope, and quality of deliverables; b) limits in any substantial way, inconsistent with the Bidding documents, NATIONAL BANK OF PAKISTAN's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	Provided that a Bid is substantially responsive, NATIONAL BANK OF PAKISTAN may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material ' non-conformities or omissions in the Bid, related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any such aspect of the Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.4	If a Bid is not substantially responsive, it will be rejected by the National Bank of Pakistan and may not subsequently be evaluated.
30. Examination of Terms and Conditions;	30.1	The National Bank of Pakistan shall examine the Bid to confirm that all specified 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.

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

33. Most Advantageous Bid	33.1	The Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
34. Post Qualification of Bidder and /or Abnormally low financial proposal	34.1	Where the Bid price is considered to be abnormally low, NATIONAL BANK OF PAKISTAN shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: <ul style="list-style-type: none"> <li>a) NATIONAL BANK OF PAKISTAN may reject a Bid, if determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;</li> <li>b) Before rejecting an abnormally low Bid, NATIONAL BANK OF PAKISTAN shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low, take account of the evidence provided in response to a request in writing; and subsequently, verify the Bid or' parts of the Bid being abnormally low;</li> <li>c) NATIONAL BANK OF PAKISTAN shall not incur any Liability solely by rejecting abnormally low Bid.</li> </ul>

#### F. AWARD OF CONTRACT

35. Criteria of Award	35.1	NBP will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3</li> <li>b) is determined to be qualified to perform the Contract satisfactorily</li> </ul>
36. Negotiations	36.1	Negotiations may be undertaken with the bidder whose bid is Most Advantageous with regards to any of the following: <ul style="list-style-type: none"> <li>(a) reduction of quantities for budgetary reasons</li> <li>(b) a minor amendment to the special conditions of Contract</li> <li>(c) finalizing payment arrangements</li> <li>(d) delivery arrangements</li> <li>(e) the methodology for provision of related services; or clarifying details that were not apparent or could not be finalized at the time of Bidding.</li> </ul>
37. Procuring Agency's Right to reject All Bids	37.1	National Bank of Pakistan reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.
	37.2	Notice of the rejection of all Bids shall be given promptly to all Bidders who have submitted Bids



	37.3	National Bank of Pakistan shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
38. Procuring Agency's Right to Vary Quantities at the Time of Award	38.1	National Bank of Pakistan reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
39. Notification of Award	39.1	Prior to the award of contract, the National Bank of Pakistan shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids
	39.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronically that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of deliverables as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	39.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) and signing of the contract.
	39.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) National Bank of Pakistan will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the contract amount and will discharge the Bid Security of the Bidders.
40. Signing of Contract	40.1	Promptly after notification of award, National Bank of Pakistan shall send the successful Bidder the draft agreement, incorporating all terms and conditions, as agreed by the parties to the contract.
41. Performance Security (Guarantee)	41.1	After receipt of letter of Acceptance from NATIONAL BANK OF PAKISTAN, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract.
	41.2	If the Performance Security (or Guarantee) is provided by the successful bidder and it shall be in the form specified in the <b>BDS</b> and shall be in any of the following: <ul style="list-style-type: none"> <li>a) Bank Draft</li> <li>b) Bank guarantee confirmed by a reputable local bank</li> <li>c) Bid Securing Bond</li> </ul>
	41.3	Failure of the successful Bidder to ensure compliance of 41.1, same shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security in which NATIONAL BANK OF



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

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

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

### H. MECHANISM OF BLACKLISTING

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

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.		<p>National Bank of Pakistan.</p> <p>Supply &amp; Installation of Air Conditioners for Ahmedpur East Branch (0302), Bahawalpur Region.</p> <p>Period for delivery of goods: 2-4 weeks after contract signing.</p> <p>Commencement date for delivery of Goods: After signing of the contract, delivery to be completed with 2-4 weeks.</p> <p>Delivery locations: NBP Ahmedpur East Branch (0302), Bahawalpur Region.</p>
2.		<p>Financial year for the operations: <b>FY2023</b></p> <p>Financing institution: <b>National Bank of Pakistan</b></p> <p>Name and identification number of the Contract: Supply &amp; Installation of Air Conditioners for NBP Ahmedpur East Branch (0302), Bahawalpur Region.</p>
4.	4.1	Maximum number of members in the joint venture, consortium or association shall be: <b>Not Allowed.</b>
5.	5.1	Ineligible country(s): <b>India &amp; Israel</b>
6.	6.1	Bidder to provide authorization by manufacturer/supplier : <b>Required</b>
<b>B. Bidding Documents</b>		
7.		The number of documents to be submitted is <b>one original and one copy</b>
8.		<p>The address for clarification of Bidding Documents is:</p> <p>Divisional Head. Procurement Division, Logistics Communications &amp; Marketing group, 3rd Floor, NBP Head Office Building, I.I Chundrigar Road, Karachi Tel: 021-99220331, 38902435, 38902647</p>
<b>C. Preparation of Bids</b>		



9.	10.1	The Language of all correspondences and documents related to the Bid is <b>English.</b>
12	11.1	<p>Following documents must be included with the Bid:</p> <p>a) Manufacturer’s technical brochures of hardware and lubricants as well as letter of authorization from principle to bid the tender.</p> <p>b) Details of standard years’ manufacturer warranty</p> <p>c) Bid security</p> <p>d) Documents listed in 11.1 of ITB</p>
13.		<p>Other procurement specific documentation requirements are:</p> <p>a) Undertaking that quoted goods are genuine, brand new, and as per required specs</p> <p>b) Provide an undertaking on legal stamp paper that “Bidder’s company is not blacklisted by any organization or involved in any kind of lawsuits in this regard. (On Judicial Stamp paper)</p> <p>c) Provision of valid Registration certificate for income tax and sales tax and also Active Taxpayer List of FBR.</p>
14.		<p>Qualification Criteria/Knock down criteria:</p> <p>Offers are liable to be rejected if: -</p> <p>a. Validity of offer is not quoted as required in Invitation to tender documents.</p> <p>b. Any deviation from the General/ Special / Technical Instructions.</p> <p>c. Offers are found conditional or incomplete in any respect.</p> <p>d. Bid Security, if NOT attached.</p> <p>e. Manufacturer’s relevant brochures and technical details are not attached in support of specifications.</p> <p>f. Offer received later than specified time</p> <p>g. Subject to restriction of export license.</p> <p>h. Offers containing non-initialed / unauthenticated amendments / corrections / overwriting.</p> <p>i. If the validity of the agency agreement has expired.</p> <p>j. If the offer is found to be based on cartel action in connivance with other sources/participants of the tender.</p>
15		Firm and final price shall be quoted.
16	16.1	<p>a) Financial Proposal will include rates of items / the quoted price in Pakistan Rupees (PKR). If any bidder quotes the bid prices other than Pak Rupees, the interbank conversation rate in Pak Rupees (as determined by NBP) on the day of bid opening will be considered for calculating total bid amount in Pakistan Rupees (PKR) and for evaluating their bids.</p> <p>b) Price Variation is not allowed during currency of Contract.</p>

17	17.1	Bid validity period after opening of the Bid is 180 days.				
18	18.1	Bid Security is				
		<table border="1"> <thead> <tr> <th>S. No</th> <th>Branches</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NBP Ahmedpur East Branch (0302), Bahawalpur Region.</td> <td>50,000/-</td> </tr> </tbody> </table>	S. No	Branches	Bid Security Amount	1
S. No	Branches	Bid Security Amount				
1	NBP Ahmedpur East Branch (0302), Bahawalpur Region.	50,000/-				
	18.1	Bid Security shall be in the form of Pay Order/Bank Draft.				
19	19.1	Alternative Bids are not permitted.				
20	20.1	Written confirmation of authorization/ valid authorization letter from manufacturer to sell deliverables in Pakistan				
<b>D. Submission of Bids</b>						
21		Bid shall be submitted to: Divisional Head Procurement, Logistics Communications & Marketing Group, 3 <sup>rd</sup> Floor, NBP Head Office, Karachi. Ph. 021-99220331: Ext: 99220100-2647 & 2435				
22		Title: Supply & Installation of Air Conditioners for NBP Ahmedpur East Branch (0302), Bahawalpur Region.				
23		The deadline for Bid submission is  a) Day: Thursday  b) Date: July 20, 2023  c) Time: 11:00 a.m.				
<b>E. Opening and Evaluation of Bids</b>						
24.		The Bid opening shall take place at:  <b>NBP Head Office, 3<sup>rd</sup> Floor, National Bank of Pakistan, Karachi.</b>  a) Day: Thursday  b) Date: July 20, 2023  c) Time: 11:30 a.m.				
25		<b>Evaluation Techniques</b> Bidding will be conducted in accordance with Rule 36 (a), Single Stage - One Envelop Procedure of Public Procurement Rules 2004 (PPR 2004)				
26.		Delivery schedule. 2-4 weeks				



<b>27.</b>		Part payment for partial delivery is NOT permitted
<b>F. Award of Contract</b>		
<b>28</b>		Percentage for quantity can be increase or decrease as per PPRA rules.
<b>29</b>	<b>41</b>	Amount of Performance Guarantee 2% of the Contract value.
<b>30</b>	<b>43.1</b>	Arbitrator shall be appointed by mutual consent of the both parties.
<b>G. Review of Procurement Decisions</b>		
<b>31</b>		The address of National Bank of Pakistan; Divisional Head Procurement, Logistics Communications & Marketing Group, 3 <sup>rd</sup> Floor, NBP Head Office, Karachi. Ph. 023-99220331: Ext: 99220100-2647 & 2435
<b>32</b>		The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5 /2, Islamabad, Pakistan Tel: +92-51-9202254



## SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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



## **Section V: TECHNICAL SPECIFICATONS & SCHEDULE OF REQUIREMENTS**



**DETAILS OF OFFERED AIR CONDITIONERS**

(To be Filled –In by the Bidder)

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

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

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

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

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

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

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



**PRICE SCHEDULE****Supply & Installation of Air Conditioning Units of 2 Ton Capacity (04 Nos.), 1.5 Ton Capacity (02 Nos.) & 1 Ton Capacity (06 Nos.) for NBP Ahmedpur East Branch (0302), Bahawalpur Region.**

S. #	Description of Works	Qty.	Unit	Rate	Amount
1	Providing Split AC units 2ton Capacity, having net cooling capacity 24000 BTU with all accessories, safety valve, EER Greater than 3.0 or equivalent etc., in all respect including transportation and all taxes.	4	Nos.		
2	Providing Split AC units 1ton Capacity, having net cooling capacity 12000 BTU with all accessories, safety valve, EER Greater than 3.0 or equivalent etc., in all respect including transportation and all taxes.	6	Nos.		
3	Providing Split AC units 1.5ton Capacity, having net cooling capacity 18000 BTU with all accessories, safety valve, EER Greater than 3.0 or equivalent, etc., in all respect including transportation and all taxes.	2	Nos.		
4	Installation charges of Split AC units as pointed out by the Engineer with all accessories in all respect.	12	Nos.		
5	Providing & Fixing of Iron Bracket for Outdoor of AC units with all accessories in all respect.	12	Nos.		
				<b>Total Rs.</b>	

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

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

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

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

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





**SCOPE OF SUPPLY /SCHEDULE OF REQUIREMENT**

**PROCUREMENT OF AIR CONDITIONERS**

<b>S. No</b>	<b>Description</b>	<b>1 Ton</b>	<b>1.5 Ton</b>	<b>2 Ton</b>	<b>Total AC Requirements</b>	<b>Delivery schedule (shipment) in weeks</b>
1	NBP Ahmedpur East Branch (0302), Bahawalpur Region	6	2	4	12	2-4 Weeks



## **SECTION VI: STANDARD FORMS**

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



## Table of Forms

**Letter of Bid – Bid Form**

**Bidder Information Form**

**Form of Bid Security**

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

**Manufacturer's Authorization Form**



## Form of Bid

Date:

To: Gentlemen and/or Ladies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[signature]*

*[in the capacity of]*

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



### 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 (as day, month and year) of Bid submission]*

No.: *[insert number of Bidding process]*

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>JV not permitted</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>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i>  Address: <i>[insert Authorized Representative's Address]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>  Email Address: <i>[insert Authorized Representative's email address]</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, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.  <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## Bid Security Form

To: [name of the Procuring Agency]

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

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

Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bid
  - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
  - (b) Disagreement to arithmetical correction made to the Bid price; or
  - (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

signed

\_\_\_\_\_  
[Signature of the Bank]

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



## Form of Bid-Securing Declaration

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

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

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

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

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)



## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS.**]*

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

No.: *[insert number of Bidding process]*

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

To: *[insert complete name of Procuring Agency]*

WHEREA

S

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_ day of \_\_, \_\_\_\_ *[insert date of signing]*





## SECTION-VII: GENERAL CONDITIONS OF CONTRACT



## GENERAL CONDITIONS OF CONTRACT (GCC)

<b>1. Definitions</b>	<p>1. In this Contract, the following terms shall be interpreted as indicated:</p> <p>a) "Authority" means Public Procurement Regulatory Authority.</p> <p>b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.</p> <p>c) "The Contract" means the agreement entered into between the National Bank of Pakistan and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC</p> <p>e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.</p> <p>f) "Country of Origin" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.</p> <p>g) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.</p> <p>i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the National Bank of Pakistan under Contract.</p> <p>j) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the National Bank of Pakistan upon fulfillment of the conditions precedent stipulated in GCC Clause 3.</p> <p>k) "National Bank of Pakistan" means the person named as National Bank of Pakistan in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.</p> <p>l) "Related Services" means those services ancillary to the delivery of the Goods, such as transportation anti insurance, and any other incidental services, such as installation commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p> <p>m) "GCC" means the General Conditions of Contract contained in this section.</p> <p>n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect deliver as specified in the SCC.</p> <p>o) "SCC" means the Special Conditions of Contract.</p> <p>p) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the National Bank of Pakistan and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p> <p>q) "Project Name" means the name of the project stated in SCC.</p> <p>r) "Day" means calendar day.</p>
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	<p>s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.</p> <p>t) "End User" means the organization(s) where the goods will be used as named in the SCC.</p> <p>u) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics in purpose or utility from its components.</p> <p>v)"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party which makes a party's performance of its obligations hereunder impossible: or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation ' or any other action by Government agencies.</p> <p>w)"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics in purpose or utility from its components.</p> <p>x)The Supplier's Bid is the completed Bid document submitted by the Supplier to the National Bank of Pakistan.</p>
<p><b>2. Application and interpretation</b></p>	<p>2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p> <p>2.2. The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1)Form of Contract,</li> <li>2)Special Conditions of Contract,</li> <li>3)General Conditions of Contract,</li> <li>4)Letter of Acceptance,</li> <li>5)Certificate of Contract Commencement</li> <li>6)Specifications</li> <li>7)Contractor's Bid,</li> <li>8)Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>

<p><b>3. Conditions Precedent</b></p> <p><b>4. Governing Language</b></p> <p><b>5. Applicable Law</b></p> <p><b>6. Country of Origin</b></p>	<p>3.1. Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <p>a) Submission of performance Security (or guarantee in the form specified in the SCC;</p> <p>4.1. The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the National Bank of Pakistan shall be written in the language specified in SCC.</p> <p>5.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan.</p> <p>6.1. The origin of Goods and Services may be distinct from the nationality of the Supplier</p>
<p><b>7. Standards</b></p>	<p>7.1. Supplies under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.</p>
<p><b>8. Use of Contract Documents and Information; Inspection and Audit by the National Bank of Pakistan.</b></p>	<p>8.1. The Supplier shall not, without the National Bank of Pakistan's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the National Bank of Pakistan in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>8.2. The Supplier shall not, without the National Bank of Pakistan's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of executing the Contract.</p> <p>8.3. Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the National Bank of Pakistan and shall be returned (all copies) to the National Bank of Pakistan on completion of the Supplier's performance under the Contract, if so required by the National Bank of Pakistan.</p> <p>8.4. The Supplier shall permit National Bank of Pakistan to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the National Bank of Pakistan if so required.</p>
<p><b>9. Patent and Copy Rights</b></p>	<p>9.1. The Supplier shall indemnify the National Bank of Pakistan against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.</p>

<p><b>10. Performance Guarantee</b></p>	<p>10.1. The Performance Security (or Guarantee) shall be provided to the National Bank of Pakistan no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the National Bank of Pakistan, and denominated in the types proportions of the currencies in which the Contract Price is payable as specified in the SCC.</p> <p>10.2. The proceeds of the Performance Guarantee shall be payable to the National Bank of Pakistan as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>10.3. The performance guarantee shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the National Bank of Pakistan's country, in the form provided in the Bidding documents or another form acceptable to the National Bank of Pakistan; or</p> <p>10.4. The performance guarantee will be discharged by National Bank of Pakistan and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
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<p><b>11. Inspections and Tests</b></p>	<p>11.1. The National Bank of Pakistan or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract specifications at no extra cost to the National Bank of Pakistan. SCC and the technical specifications shall specify what inspections and tests the National Bank of Pakistan requires and where they are to be conducted. The National Bank of Pakistan shall notify the supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.</p> <p>11.2. The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the National Bank of Pakistan), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the National Bank of Pakistan.</p> <p>11.3. Should any inspected or tested Goods fail to conform to the Specifications, the National Bank of Pakistan may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the National Bank of Pakistan.</p> <p>11.4. The National Bank of Pakistan's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the National Bank of Pakistan's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the National Bank of Pakistan or its representative prior to the Goods' shipment from the country of origin.</p> <p>11.5. Nothing in GCC Clause 10, shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>12. Packing</b></p>	<p>12.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>12.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the National Bank of Pakistan.</p>

<b>13. Delivery and Documents</b>	<p>13.1. Delivery of the Goods shall be made by the supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>13.2. Documents to be submitted by the Supplier are specified in SCC.</p>
<b>14. Transportation</b>	<p>14.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination indicated by National Bank of Pakistan.</p>
<b>15. Spare Parts</b>	<p>15.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to parts manufactured or distributed by the Supplier:</p> <p>(a) such parts as the National Bank of Pakistan may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the parts:</p> <p>(i) advance notification to the National Bank of Pakistan of the pending termination, in sufficient time to permit the National Bank of Pakistan to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the National Bank of Pakistan, the blueprints, drawings, and specifications of the spare parts, if requested.</p>

<p><b>16. Warranty/ Defect Liability Period</b></p>	<p>16.1. Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the National Bank of Pakistan, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the National Bank of Pakistan's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.</p> <p>16.2. This warranty shall remain valid for standard number of years after the goods have been delivered and accepted by National Bank of Pakistan.</p> <p>16.3. The National Bank of Pakistan shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.</p> <p>16.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the National Bank of Pakistan.</p> <p>16.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the National Bank of Pakistan may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the National Bank of Pakistan may have against the Supplier under the Contract.</p>
<p><b>17. Payment</b></p>	<p>17.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>17.2. The Supplier's request(s) for payment shall be made to the National Bank of Pakistan in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>17.3. Payments shall be made promptly by the National Bank of Pakistan, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.</p> <p>17.4. The currency of payment is Pak Rupee.</p>
<p><b>18. Prices</b></p>	<p>18.1. The contract price shall be as specified in the Contract Agreement.</p> <p>18.2. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.</p>



<b>19. Change Orders</b>	<p>19.1. The National Bank of Pakistan may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:</p> <p>(a) the place of delivery; and/or  (b) Delivery schedule  (c) the Services to be provided by the Supplier.</p>
<b>20. Contract Amendments</b>	<p>20.1. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>21. Assignment</b>	<p>21.1. Neither the National Bank of Pakistan nor the Supplier shall assign the whole or part, obligation under contract, except with the prior written consent of other party.</p>
<b>22. Sub-contracts</b>	<p>22.1. Subcontracting under this contract is not permitted.</p>
<b>23. Delays in the Supplier's Performance</b>	<p>23.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the National Bank of Pakistan in the Schedule of Requirements-</p> <p>23.2. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the National Bank of Pakistan in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the National Bank of Pakistan shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p>

<p><b>25. Termination for Default</b></p>	<p>25.1. The National Bank of Pakistan, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate this Contract if the other party causes a fundamental breach of the contract.</p> <p>25.2. Fundamental breaches of Contract shall include, but shall not be limited to the following;</p> <ul style="list-style-type: none"> <li>a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the National Bank of Pakistan</li> <li>b) the Supplier fails to perform any other obligation(s) under the Contract;</li> <li>c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; the supplier has abandoned or repudiated the contract.</li> <li>d) the National Bank of Pakistan or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</li> <li>e) National Bank of Pakistan gives Notice delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the National Bank of Pakistan; and</li> <li>f) If the National Bank of Pakistan determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract</li> </ul> <p>25.3. In the event the National Bank of Pakistan terminates the Contract in whole or in part, the National Bank of Pakistan may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the National Bank of Pakistan for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>26. Termination for Force Majeure</b></p>	<p>26.1. Notwithstanding the provisions of the contract, neither party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>26.2. If a Party (hereinafter referred to as "the Affected Party ") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise: directed by the National Bank of Pakistan in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance , not prevented by the Force Majeure event.</p>

<p><b>27. Termination for Insolvency</b></p>	<p>27.1. The National Bank of Pakistan may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the National Bank of Pakistan.</p>
<p><b>28. Termination for Convenience</b></p>	<p>28.1. The National Bank of Pakistan, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the National Bank of Pakistan's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>28.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the National Bank of Pakistan on the Contract terms and prices. For the remaining Goods, the National Bank of Pakistan may choose:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<p><b>29. Resolution of Disputes</b></p>	<p>29.1. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute, amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.</p> <p>29.2. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.</p>
<p><b>30. Procedure for Disputes Resolutions</b></p>	<p>30.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution name and in the place shown in the SCC.</p> <p>30.2. The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.</p>
<p><b>31. Replacement of Arbitrator</b></p>	<p>31.1. Should the Arbitrator resign or die, or should the National Bank of Pakistan and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract; a new Arbitrator shall be appointed by mutual consent of the both parties.</p>

<p><b>32. Limitation of Liability</b></p>	<p>32.1. Except in cases of criminal negligence or willful conduct and in the case of infringement pursuant to GCC Clause 8,</p> <p>a)The supplier shall not be liable to the National Bank of Pakistan, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the National Bank of Pakistan; and</p> <p>b)The aggregate liability of the Supplier to the National Bank of Pakistan, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the National Bank of Pakistan, with respect to patent infringement.</p>
<p><b>33. Notices</b></p>	<p>33.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>33.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later</p>
<p><b>34. Taxes and Duties</b></p>	<p>34.1. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the National Bank of Pakistan shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p> <p>34.2. A Supplier be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the National Bank of Pakistan.</p>

## **SECTION-VIII. SPECIAL CONDITIONS OF CONTRACT (SCC)**



## SPECIAL CONDITIONS OF CONTRACT (SCC)

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 —The Procuring Agency is: National Bank of Pakistan

GCC 1.1 (p)—The Supplier is:

GCC 1.1 (q)—The title of subject procurement is: Supply & Installation of Air Conditioners for NBP Ahmedpur East Branch (0302), Bahawalpur Region.

### 2. Governing Language (GCC Clause 4)

GCC 4.1—The Governing Language shall be: English

### 3. Applicable Law (GCC Clause 5)

GCC 5.1-The applicable laws shall be Laws of Pakistan

### 4. Country of Origin (GCC Clause 6)

GCC 6.1—Country of Origin is .....

### 5. Performance Guarantee (GCC Clause 10)

GCC 10.1—The amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 2% of the Contract price (excluding taxes, duties)

GCC 10.4—the Performance Guarantee shall be release as per contract.

### 6. Inspections and Tests (GCC Clause 11)

GCC11.1— National Bank of Pakistan will inspect the deliverables to ascertain the quantity and specification aspects of deliverables and validate the documents / literature provided with Air Conditioners.

### 7. Packing (GCC Clause 12)

GCC 12.2—The following SCC shall supplement GCC Clause 12.2:

The Goods shall be packed properly to withstand rough handling during transit and exposure to extreme temperatures during transit, and storage. Packing case size and weights shall take into account final destination of the Air Conditioners.

### 8. Delivery

Air Conditioners are to be delivered within 2-4 weeks of the signing of the contract. Part payment against part delivery is not allowed.



## 9. Documents (GCC Clause 13)

Upon delivery of the Goods, Supplier shall notify National Bank of Pakistan and mail the following documents to the National Bank of Pakistan:

- i. One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii. Delivery Challan
- iii. Warranty certificate;

The above documents shall be received by National Bank of Pakistan after the delivery of Air Conditioners.

## 10. Payment (GCC Clause 17)

Payment for Goods and Services supplied shall be made in Pakistani Rupees, as follows: **On Delivery & Acceptance:** 100% of the delivered stock or Contract Price (as agreed in contract) shall be paid to the Supplier within thirty (60) days after the date of the acceptance certificate for the delivery issued by National Bank of Pakistan. Partial payment against part delivery is allowed.

## 11. Prices (GCC Clause 18)

GCC 18.1.1—Prices shall be fixed and shall not be adjusted.

## 12. Resolution of Disputes (GCC Clause 29)

In the case of a dispute between the National Bank of Pakistan and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

1. If any dispute of any kind whatsoever shall arise between the National Bank of Pakistan and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.
2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in karachi and proceedings will be conducted in English language.
4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another' party to the dispute.
5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.



6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the National Bank of Pakistan shall pay the Supplier any monies due to the Supplier.

**13. Notices (GCC Clause 33)**

National Bank of Pakistan’s address for notice purposes:

Divisional Head Procurement, LCMG, 3<sup>rd</sup> Floor, NBP Head Office, I.I. Chundrigar Road, National Bank of Pakistan, Karachi.

Supplier’s address for notice purposes:.....

**14. Effective Contract Date (GCC Clause 3)**

After having signed the contract, it shall come into force on the date of submission of Performance Security by the successful bidder.





## SECTION IX: CONTRACT FORMS



## Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of 2022 \_\_\_\_\_ between National Bank of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Supplier] o{ [city (hereinafter called "the Supplier/' of the other part:

WHEREAS the Procuring Agency invited Bids for Procurement of Air Conditioners and has accepted a Bid by the Supplier for' the supply of Air Conditioners in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the National Bank of Pakistan's Notification of Award.
  - (g) Contract agreement
  - (h) Complete Bidding document
3. In consideration of the payments to be made by the National Bank of Pakistan to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the National Bank of Pakistan to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The National Bank of Pakistan hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the National Bank of Pakistan)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)



## Performance Security or Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Bid]

To,

[ National Bank of Pakistan ]

**WHEREAS** (Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Contractor/ \_\_\_\_\_ Supplier) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF Air Conditioners"

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled 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 Guarantor 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 as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_



**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from National Bank of Pakistan or any administrative subdivision or Division thereof or any other entity owned or controlled by National Bank of Pakistan through any corrupt business practice.

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with National Bank of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

National Bank of Pakistan .....

Name of Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]



**CHECK LIST****(This check list must be attached with proposal, duly filled and signed)**

No \_\_\_\_\_

Date \_\_\_\_\_

1	Bid Security	a. Bid Security Ref no _____ b. Bank _____		
2	Documents signed by Authorized Signatory		<b>Yes</b>	<b>No</b>
3	Offering specification of items as per Invitation to Tender		<b>Yes</b>	<b>No</b>
4	Quoted Currency as per Invitation to Tender		<b>Yes</b>	<b>No</b>
5	Quantity as per Invitation to Tender		<b>Yes</b>	<b>No</b>
6	Delivery Schedule as per Invitation to Tender		<b>Yes</b>	<b>No</b>
7	Country of origin: _____			
8	Name of OEM:-			
9	Original Performa invoice/Bid Form (Mandatory)		<b>Yes</b>	<b>No</b>
10	Certified that there is no Deviation from Invitation to Tender conditions		<b>Yes</b>	<b>No</b>
11	Blacklisting certificate.		<b>Yes</b>	<b>No</b>
12	Verifiable Manufacturer or Dealership Certificate		<b>Yes</b>	<b>No</b>
13	Warranty Period as per Invitation to Tender		<b>Yes</b>	<b>No</b>

**Signature of Firm Authorized Signatory**

**SPECIAL INSTRUCTIONS**

(To be filled by bidder and submitted along with proposal)

S. No	Description	
1	Installation/ Commissioning	a. Commissioning of the equipment will be carried out by bidder at his own cost and risk at designated place at NBP. b. Any Special requirement must be specified in the offer by the supplier.
2	Standard & Compliance	Bidder must submit specification compliance in their bids, non-compliance (if any) against the product specification and general terms & conditions of the Bid will lead to the disqualification of the bidder.
3	Support Services	a. 24x7x365 Support Services excluding public holidays. b. Suppliers to have in-country spares/Technical support and ensure spares and technical support/Assistance.
4	Warranty Period	a. Standard Comprehensive warranty for all items. b. A Warranty sticker is to be pasted on each item by the supplier/ OEM highlighting name of Firm, Contract No and Date, Description of Store and warranty validity.
5	Liability of Supplier	a. Supplier is to provide OEM or dealership certificate of subject equipment bought directly from the manufacturer and being an authorized dealer. b. In Case the equipment supplied is not compatible with specifications, the supplier will be obliged to call his representatives at his own cost for consultation and corrective action.
6	Special Notes	a. Additional requirements for the maintenance of equipment (if any) must be intimated by the supplier.