



NATIONAL BANK OF PAKISTAN

SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP Ex-NDFC BUILDING TARIQ ROAD AND NBP SPORTS COMPLEX, KARACHI

TENDER AND CONTRACT DOCUMENTS

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

**INVITATION FOR BIDS
INSTRUCTION TO BIDDERS & BIDDING DATA
FORM OF BID & SCHEDULES TO BID
CONDITIONS OF CONTRACT & CONTRACT DATA
STANDARD FORMS**

Issued to: _____

DEC 2022



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INVITATION TO BID



INVITATION TO BID

Supply of Potable Sweet Water through Tankers for NBP Head Office Building, Ex - NDFC Building Tariq Road and NBP Sports Complex, Karachi

National Bank of Pakistan (NBP) invites sealed bids for the supply of Potable Sweet Water for daily use at NBP Head Office Building, Ex - NDFC Building Tariq Road and NBP Sports Complex, Karachi from the Contractors / Suppliers registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the FBR, and fulfilling following Eligibility Criteria:

1. The Contractor / Supplier should be approved / registered with KW&SB (Documentary evidence to be provided).
2. The Contractor / Supplier should be in related business for five (05) Years or above. (Documentary evidence to be provided).
3. The Contractor / Supplier should have completed at least two (02) similar Contracts (for supply of One (01) Million Gallons on monthly basis) during last five (05) years. (Documentary evidence to be provided in a shape of Purchase/Work Orders or Contract Agreements and Customer's Satisfactory Certificate).
4. Average Annual Turnover of the Contractor / Supplier from the similar services should be more than Rs.10 Million. (Documentary evidence to be provided for the last three (03) years in a shape of (i) audited Financial Statements for the SECP Registered firms or otherwise (ii) Bank's Certificates showing annual turnover and FBR Tax Return Statements).
5. Affidavit on non-judicial stamp paper of worth Rs.100/- that the Contractor has not been blacklisted or declared ineligible or debarred or in litigation with any Government department, Autonomous body or any other Organization for unsatisfactory performance, corrupt, fraudulent or any other unethical business practice, in the past.

Bidding documents, containing detailed terms and conditions, etc. are available at the Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi during Office Hours up to 12th December, 2022 after submission of written application on Bidder's letter head for issuance of bidding documents, bidding documents Price (as per PPRA rule 23(5)) of Rs.1000/- (Rupees One Thousand Only) in a shape of Pay Order/Bank draft drawn in favor of National Bank of Pakistan after submission of above stated Tax Registrations proof and Eligibility Criteria Documents. Bidding documents can also be downloaded from NBP Website <http://www.nbp.com.pk/TENDER> free of cost.

All the Contractors should download the bidding documents from the NBP Website up to 12th December, 2022 and submit aforementioned Tax Registration proof and Eligibility Criteria Documents in the office of the Wing Head, HO Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, for Verification on or before 13th December, 2022. In case of non-compliance/ineligibility, the Contractor will not be allowed to participate in the bidding process.

The bids, prepared in accordance with the instructions contained in the bidding documents, must reach at the Office of Wing Head, Head Office Wing, Engineering Group, LCMG, 3rd Floor, NBP HO Building, Karachi, on or before 11:00 am, 14th December, 2022. Bids will be opened on the same day publicly at 11:30 am at same address (where bids are received) in the presence of Tender Opening Committee and bidder's representatives, who opt to attend. If office remains closed on bid opening date for any reason, the bids will be opened on next working day at the same time and venue. This advertisement is also available on NBP & PPRA Websites i.e. <http://www.ppra.org.pk> and <http://www.nbp.com.pk/TENDER>.

Wing Head
Head Office Wing, Engineering Group, LCMG
3rd Floor, National Bank of Pakistan, Head Office
I.I Chundrigarh Road, Karachi
Tel. +92-21-99220854, Ext No. 021-99062853



INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data wishes to receive bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Services”). Bidders must quote for the complete scope of the Services. Any Bid not quoting for complete scope of the Services will be rejected as non-responsive.

IB.2 Source of Funds

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

IB.3 Eligible Bidder

- 3.1 This Invitation to Bid is open to all bidders having fulfilled Eligibility Criteria as mentioned in Invitation to Bid.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of the Services (i.e. NBP Head Office Building, NBP Ex-NDFC Building Tariq Road and NBP Sports Complex, Clifton Karachi) and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Services. All cost in this respect shall be at the bidder’s own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.9.1. The Bid and Contract Documents consist of the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Scope of the Services and Specifications
- (iii) Schedule C: Integrity Pact



3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security
 - (iii) Form of Contract Agreement

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause IB.20.5, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address indicated in the Bidding Data.
- 8.2 The Employer will respond to any request for clarification which it receives earlier than five (05) days prior to the deadline for the submission of bids. Copies of the Employer's response will be forwarded to all prospective bidders, prior to dead line for submission of bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause IB.9.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.11 Documents Comprising the Bid (to be submitted with the Bid)

- 11.1 Bid prepared by the bidder should be submitted on due time, in a sealed Single Envelope addressed to the Employer at the address provided in the bidding data (Sr. No: 8.1), with description of the Contract and a warning regarding not to open before the specified date & time, comprising the following documents:

- (a) Covering Letter on Bidder's (Company's) Letter Head.
- (b) Form of Bid duly filled, signed & sealed, in accordance with Sub-Clause IB.18.3.
- (c) This bidding document (in Original) Complete with each page of this bidding document to be duly signed & sealed in accordance to Clause IB.18.5.



- (d) Schedule A & C to Bid duly filled, signed & sealed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB18.2.
- (e) Bid Security furnished in accordance with Clause IB.17.
- (f) Power of Attorney as per Clause IB.18.5.
- (g) Any other document which the bidder deemed necessary for the Contract.

IB.12 Sufficiency of Bid

- 12.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution of the Services.
- 12.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Services.

IB.13 Forms of Bid and other Forms

- 13.1 The bidder shall complete, sign and seal the Form of Bid and other Forms furnished in the Bidding Documents and shall also enclose other information in accordance to Clause IB.11.

IB.14 Bid Prices

- 14.1 The Bidder shall fill up the Schedule of Prices (Schedule A to Bid), indicating Unit rates for the Services to be delivered under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the Preamble to Schedule of prices.
- 14.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidders shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. Since only fixed price contract will be considered, a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 14.3 The Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.15 Currencies of Bid

- 15.1 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in currency as stipulated in the Bidding Data.
- 15.2 The currencies of payment shall be as stated in Conditions of Contract.

B.16 Documents Establishing Bidder's Eligibility and Qualifications

- 16.1 It is established that Bidder's Eligibility and Qualification as stipulated in ITB and Bidding Data has already been verified before issuance of the bidding documents and only eligible bidders are allowed to submit their bids in due time.

IB.17 Bid Security

- 17.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Payment Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the National Bank of Pakistan valid for a period stipulated in the Bidding data.
- 17.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 17.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the



successful bidder or on the expiry of validity of Bid Security whichever is earlier.

- 17.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.25 and signed the Contract Agreement, pursuant to Sub-Clauses IB.24.2 & 24.3.
- 17.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 20.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.25, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.24.2 & 24.3.
- 17.6 In any event as specified in IB: 17.5, the Employer at his sole discretion may award Contract to second Most Advantageous bidder.

IB.18 Validity of Bids, Format, Signing and Submission of Bid

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 18.2 All Schedules to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare Original and number of copies (to be submitted in separate sealed envelopes) specified in the Bidding Data of the documents comprising the bid as described in Clause IB.11 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. Both the "ORIGINAL" and "COPY"
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. Power of Attorney to be issued/signed by the legally authorized representative of the bidder or in case the lagally authorized representative of the bidder has signed the bidding documents, then substantial evidence should be attached. All pages of the bid shall be initialed/signed and official seal be affixed by the person or persons signing the bid.
- 18.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BIDS

IB.19 Deadline for Submission, Modification & Withdrawal of Proposals

- 19.1 The Single Stage One Envelope Procedure as per PPRA Rule 36 (a) will be adopted for the bidding process.
- 19.2 Bids must be received by the Employer at the address provided in Bidding Data not later than the time and date stipulated therein.
- 19.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 19.4 Bids received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 19.5 Any bidder may modify or withdraw his Bid after submission provided that the modification



or written notice of withdrawal is received by the Employer prior to the deadline for submission of Bids / Proposals.

- 19.6 Withdrawal of a Bid during the interval between the deadline for submission of Bids / Proposals and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.17.5(a).

E. BID OPENING AND EVALUATION

IB.20 Bid Opening, Clarification and Evaluation

- 20.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 20.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 20.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.20.7 to 20.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. **For purpose of these Clauses, a substantially responsive bid is one which conforms to Clause: IB.11 and all the terms and conditions of the Bidding Documents without material deviations.** It will include to determine the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.
- If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.
- 20.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 20.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 20.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.20.4 to 20.6 as per requirements given



hereunder. Bids will be evaluated for complete scope of Services. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 20.8 herein below.

(a) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

20.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 20.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

IB.21 Process to be Confidential

21.1 Subject to Sub-Clause IB.20.3 heretofore, no bidder shall contact Employer on any matter relating to its Bid from the time of the Financial Proposal Opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least fifteen (15) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

21.2 Any effort by a bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.22 Post Qualification

22.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

22.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.16, as well as such other information required in the Bidding Documents.

IB.23 Award Criteria & Employer's Right

23.1 Subject to Sub-Clause IB.23.2, the Employer will award the Contract to the bidder whose bid has been determined to be Most Advantageous Bid, provided that such bidder has fulfilled all the terms & conditions of the bidding documents and has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.22.



23.2 Not with standing Sub-Clause IB.23.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.24 Notification of Award & Signing of Contract Agreement

24.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.

24.2 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

24.3 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.25 Performance Security

25.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of Seven (07) calendar days after the issuance of Letter of Acceptance.

25.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.24.2 & 24.3 or 25.1 or Clause IB.26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.26 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-C to Bid in the Bidding Document. Failure to provide such Integrity Pact shall make the bid non-responsive.

IB.27 Overriding effect of PPR-2004

Whenever in conflict with these documents, the stipulations of Public Procurement Rules - 2004 updated till todate shall prevail.

IB.28 Code of Conduct

The bidders should observe the highest standards of ethics and fair practices during the procurement process and discharge of their services in accordance to scope of their Contract Agreement. However, in case of any corrupt & fraudulent practices, coercive & collusive practices or obstructive practices as defined under Rule-2(f) of PPR-2004, the Bank will take necessary action in accordance to Rule-19 of PPR-2004.



BIDDING DATA



BIDDING DATA

Instructions to Bidders

Clause Reference

- 1.1 **Name of Employer**
NATIONAL BANK OF PAKISTAN
- Brief Description of Works / Services**
Supply of Potable Sweet Water through Tankers for NBP Head Office Building,
Ex - NDFC Building Tariq Road and NBP Sports Complex, Clifton Karachi
- 8.1 **(a) Employer's address:**
WING HEAD, HEAD OFFICE WING, ENGINEERING GROUP, LCMG
NATIONAL BANK OF PAKISTAN, 3RD FLOOR, HEAD OFFICE BUILDING, I.I.CHUNDRIGAR
ROAD, KARACHI
- 15.1 Bid shall be quoted entirely in Pak Rupees. The payment shall be made in Pak. Rupees.
- 16.1 The bidder has the financial and technical capability necessary to perform the Contract in accordance to Eligibility Criteria stated in the ITB.
- 17.1 **Amount of Bid Security**
Rs. 700,000/- (Rupees Seven Hundred Thousand Only), valid for a period of Validity of the bid.
- 18.1 **Period of Bid Validity**
One Hundred Eighty (180) days from the date of Bid Opening.
- 18.4 **Number of Copies of the Bid to be Submitted** One original plus Two copies.
- 18.6 **Employer's Address for the Purpose of Bid Submission**
WING HEAD, HEAD OFFICE WING, ENGINEERING GROUP, LCMG
NATIONAL BANK OF PAKISTAN, 3RD FLOOR, HEAD OFFICE BUILDING, I.I.CHUNDRIGAR ROAD,
KARACHI
- 19.2 Same as 18.6 above
- 19.4 **Deadline for Submission of Bids / Financial Proposals**
11:00 am on 14th Dec' 2022
- 20.1 **Venue, Time, and Date of Bid Opening**
Venue: Office of the Wing Head, Head Office Wing, Engineering Group, LCMG
3rd Floor, NBP, HO Building, I.I.Chundrigar Road, Karachi
Time: 11:30 am
Date: 14th Dec' 2022
- 20.4 **Responsiveness of Bids**
(i) the Bid is valid till required period,
(ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
(iv) the Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
(v) the Bid does not deviate from bidding documents terms & conditions.
(vi) the Bidder has signed and stamped the Integrity Pact
(vii) the Bid is generally in order, etc.



FORM OF BID

(To be submitted on Contractor's/Bidder's Letterhead in accordance to Clause IB.11)

FORM OF BID (LETTER OF OFFER)

Bid Reference No: _____

Dated: _____

Name of Contract: **SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING, NBP Ex-NDFC BUILDING TARIQ ROAD AND NBP SPORTS COMPLEX, KARACHI**

To:

**Wing Head, Head Office Wing,
Engineering Group, LCMG,
National Bank of Pakistan,
3rd Floor, Head Office Building,
I.I.Chundrigar Road, Karachi**

Sir,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Scope of Services and Specifications, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Services, we, the undersigned, being a company doing business under the name of _____ and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Services and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security Payment Order / Bank Guarantee of _____ amounting to Rs. _____ (Rupees _____ Only) drawn in favour or made payable to NBP and valid for a period of one hundred and eighty (180) days..
4. We undertake, if our Bid is accepted for the subject services, we will supply / deliver the desired quantity of water for the time period as stated in Conditions of Contract / Contract Data.
5. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any



time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, we will submit the Performance Security Bond referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Services.
10. We do hereby declare that all the terms and conditions mentioned in the bidding documents are acceptable to us and we have no objection about any clause / sub clause of the Conditions of Contract and other parts of the bidding documents.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address _____

Witness:

(Signature) _____

Name: _____

Address: _____



SCHEDULES TO BID



SCHEDULE OF PRICES

1.1 Preamble to schedule of Prices

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications.
- 1.2 The Contract shall be for the whole of the Services as described in these Bidding Documents. Bids must be for the complete scope of services.

2. Description

- 2.1 The general directions and description of services are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering rates in the BOQ.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Imperial System.

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the services set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 The rates entered by the bidder shall only be subject to adjustment in accordance to Price Adjustment Formula given in the Conditions of Contract; during the performance of the Contract.
- 4.3 All related duties, taxes and other levies payable by the Contractor as per GOP rules and any overheads or transportation charges etc. shall be included in the bid rates. The exemption in taxes will only be allowed against the Exemption Certificate issued by the Income Tax Department of GOP.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the rates provided in the Schedule of Prices, and where no rates are provided, the bid will be declared as Non-responsive.
- 4.5 (a) The Contractor shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid rates.
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Water to the Site.
- 4.6 The Contractor shall deliver water to all the specified locations / places as mentioned in the bidding documents and Schedule of Prices. Notwithstanding that any details, accessories, etc. required for the complete and satisfactory supply of the Water, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.
- 4.7 The rates should be quoted in Words as well.
- 4.8 Each and every cutting should be signed by the authorized person (s).



5. Bid Rates

5.1 Break-up of Bid Rates

The various elements of Bid Prices shall be quoted and detailed by the Contractor in the format of Schedule of Prices (if he desires so).

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Services and shall include all such costs in the rates entered in the Schedule of Prices.

5.2 Rates of the Water Supply should be based on the rates of the HSD as mentioned in the Conditions of Contract under Section: Price Adjustment Formula.



SCHEDULE OF PRICES

1.2 BILL OF QUANTITIES (BOQ)

**SUPPLY OF POTABLE SWEET WATER THROUGH TANKERS FOR NBP HEAD OFFICE BUILDING,
NBP Ex-NDFC BUILDING TARIQ ROAD AND NBP SPORTS COMPLEX, KARACHI**

S No.	Description	Average Monthly Quantity to be supplied (in Imperial Gallons)
1.	Supply of Potable Sweet Water from Karachi Water & Sewerage Board (KW&SB) Hydrants to the following locations of NBP	
a)	NBP Head Office Building, I.I.Chundrigar road, Karachi	895,000
b)	NBP EX-NDFC Building, Tariq Road, Karachi	55,000
c)	NBP Sports Complex, Clifton, Karachi.	450,000
	Total Quantity:	1,400,000

Offered Uniform rate by the Bidder: _____ / Imperial Gallons

Bid Rate in Words:

(Rupees.

_____)

Note:

- 1 Imperial Gallon = 4.546 liters
- Rates offered should be inclusive of all applicable taxes, duties levies etc. as per federal, provincial or local authorities Rules & Regulations and necessary overheads, transportation or labour charges as well.
- Rates offered should be based on Retail Price of HSD per liter as mentioned on 1st December, 2022 at Official Website of PSO at <http://psopk.com/fuel-prices/pol/archives>.
- Volume of Water stated above, is the average monthly figure for each location and is not fixed under the Contract. The volume may vary (increase or decrease) on daily/monthly basis and it would be the obligation of the Contractor to ensure that varying requirements of Water on daily/monthly basis is properly catered. No adjustment in rates shall be made on the basis of variation in daily/monthly requirements of water by the Employer



SCOPE OF SERVICES & SPECIFICATIONS

- The bidder would be responsible to supply the Potable Sweet Water having value of 250 to 350 TDS range from dedicated hydrants of the KW&SB, to the following Sites on daily need arises basis within One (01) hour of verbal instructions/orders of the Engineer / Bank's representative as and when required.
 - a) NBP head Office Building, I.I.Chundrigar road, Karachi
 - b) NBP EX-NDFC Building, Tariq Road, Karachi
 - c) NBP Sports Complex, Clifton, Karachi.



(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of 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 GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]



CONDITIONS OF CONTRACT



CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the parameters of the Water to be supplied by the Contractor.
- 1.1.4 “The Employer” means National Bank of Pakistan.
- 1.1.5 “The Contractor” means the bidder, whose bid has been accepted by the Employer to provide the services as stated in the bidding documents
- 1.1.6 “Party” means either the Employer or the Contractor.
- 1.1.7 “Commencement Date” means the date on which the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Contract Period” means the period during which the Contractor is liable to render the services as stated in the bidding documents
- 1.1.10 “Contract Rate” means the agreed Rate stated in the Work Order/Letter to Commence Work/Service or Letter of Acceptance or to be revised later in accordance to Price Adjustment Formula, based on which monthly payments are payable to the Contractor for the quantity of Water Supply during the future months.
- 1.1.11 “Country” means the Islamic Republic of Pakistan.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control, like the outbreak of War, Civil Commotion and insurrection etc.
- 1.1.17 “Site” means the places provided by the Employer where the services are to be provided, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Employer under Sub-Clause 4.6.
- 1.1.19 “Services” means Supply of Potable Sweet Water as per desired specifications from KW&SB Hydrants, at Employer’s specified locations / places.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.
- 1.1.21 “Letter of Acceptance (LOA)” is the written legible acceptance of bid by the Employer issued to the bidder.

1.1.22 "Work Order" is the written legible order issued by the Employer after signing the Contract Agreement with the successful bidder.

1.2 **Interpretation**

Words imparting persons or parties shall include firms and organisations. Words imparting singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Services.

2. **THE EMPLOYER'S OBLIGATIONS**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Services including the suspension of all or part of the Services.

2.4 **Approvals**

No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.

3. **EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.



3.2 **Employer's Representative**

The name and address of Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Services.

4. **THE CONTRACTOR'S OBLIGATIONS**

4.1 **General Obligations**

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

The Contractor will have to supply the water whatever the prevailing Law 7 Order conditions are or in case of emergency in the city, except in case of invoking of Force Majeure Clause.

4.3 **Subcontracting**

No subcontracting is allowed.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within seven (07) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Guarantee or Guarantee from an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in the Contract Data.

4.5 **Testing of Water Samples**

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

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

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

5. **VARIATIONS IN VOLUME OF SUPPLIED WATER**

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



6. FORCE MAJEURE, CONTRACT ANNULMENT AND RELEASE FROM PERFORMANCE

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

7. CONTRACT PERIOD & EXTENSIONS

7.1 Contract Period

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

7.2 Extension

The Contract may be extended on same rates, terms & conditions for a period suitable for the Employer to call new tenders and award of a fresh contract.

8. CONTRACT PRICE & PAYMENTS

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

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

8.1 Monthly Bills

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

8.2 Submission of Bills and Terms of Payments

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



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

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

9. PRICE ADJUSTMENT FORMULA

9.1 Base Price of High Speed Diesel (HSD) and its source

Base Price of High Speed Diesel (HSD) is fixed at Rs. _____ per liter, mentioned as Retail Price of HSD on 1st December, 2022 on PSO Official Website link i.e.

<https://psopk.com/fuel-prices/pol/archives>

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

9.2 Formula for the future months payments

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

10. DEFAULT BY CONTRACTOR AND PAYMENT

10.1 Default by Contractor

If the Contractor fails to supply the adequate volume of water, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.



If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract.

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

10.2 **Insolvency**

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

10.3 **Payment upon Termination**

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

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

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

11. **RESOLUTION OF DISPUTES**

11.1 **Employer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Services, the matter in dispute shall, in the first place, be referred in writing to the Employer/Contractor, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Employer / Contractor shall give notice of his decision to the other party

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Services with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision unless and until the same shall be revised, as hereinafter provided in an arbitral award.

11.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision by an arbitrator.



11.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

12. CONFIDENTIALITY

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

13. COMPLIANCE WITH ANTI-BRIBERY LAWS

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

14. ENTIRE AGREEMENT

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

15. SEVERABILITY & AMENDMENT

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

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

16. INDEMNITY

The Contractor hereby agrees to indemnify and keep indemnified THE EMPLOYER and each of its employees, officers, directors, shareholders from and against any and all losses (direct or indirect), claims, rights, remedies, costs, expenses or proceedings of



whatsoever nature brought or claimed by or on behalf of any person against THE EMPLOYER or any of its officers, directors, shareholders arising out of any act, omission and/or negligence of the Contractor &/or any of its employee/staff.

17. TERMINATION BY WILL

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

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

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

18. NON-EXCLUSIVITY

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

19. GENERAL CONTROLS

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



CONTRACT DATA



CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

- 1.1.4 **The Employer** means
National Bank of Pakistan
- 1.1.5 **The Contractor** means
Most Advantageous Bidder to whom Contract is awarded.
- 1.1.7 **Commencement Date** means the date to Commence the Contract as mentioned in the Work Order, shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 **Contract Period for Services** One (01) Year
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) Work Order / Letter to Commence Work / Service
 - (d) The completed Form of Bid
 - (e) Contract Data
 - (f) Conditions of Contract
 - (g) The completed Schedules to Bid including Schedule of Prices
 - (h) Scope of Services and Specifications
- 2.1 **Provision of Site:** Available after the Commencement Date
- 3.1 **Authorised person :** Mr. Arshad Ali – AVP/Project Manager
- 3.2 **Name and address of Employer’s representative:**
Mr. Arshad Ali – AVP / Project Manager
Head Office Wing, Engineering Group, LCMG
NBP, 3rd Floor, Head Office Building, I.I.Chundrigar Road, Karachi
- 4.4 **Performance Security:**
- Amount:** 10% of the Contract as per Conditions of Contract Clause – 8.
Validity: 365 + 90 days from the Date of Letter of Acceptance
(Form: As provided under Standard Forms of these Documents)
- 1.6 **Currency of payment:** Pak. Rupees
- 11.3 **Arbitration**

Place of Arbitration: NBP Head Office, Karachi



STANDARD FORMS



FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered _____ and dated _____ as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 20.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-25.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-24.2 & 24.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the



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said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



**FORM OF PERFORMANCE SECURITY
(Bank Guarantee or Insurance Guarantee)**

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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



For National Bank of Pakistan

For Contractor

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 20 ____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS:

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

NOW this Agreement 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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Work Order/Letter to Commence Work No: _____
 - (b) The Letter of Acceptance by the Contractor
 - (c) The completed Form of Bid alongwith Schedules to Bid;
 - (d) Conditions of Contract & Contract Data;
 - (e) The priced Schedule of Prices;
 - (f) The Performance Security Guarantee
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to supply the potable sweet water from KW&SB hydrants in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the supply of the Potable Sweet Water from KW&SB hydrants as per the provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

