

## 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 *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *JV not permitted*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]*  
Address: *[insert Authorized Representative's Address]*  
Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*  
Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
  - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
  - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4.
  - 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.

Scaled 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]*

WHEREAS

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)

### 1. Definitions

1. In this Contract, the following terms shall be interpreted as indicated:
  - a) "Authority" means Public Procurement Regulatory Authority.
  - 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.
  - 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.
  - d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC
  - e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
  - 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.
  - g) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
  - 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.
  - 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.
  - 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.
  - 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.
  - m) "GCC" means the General Conditions of Contract contained in this section.
  - n) "Intended Delivery Date" is the date on which it is intended that the Supplier shall effect deliver as specified in the SCC.
  - o) "SCC" means the Special Conditions of Contract.
  - p) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the 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.
  - q) "Project Name" means the name of the project stated in SCC.
  - r) "Day" means calendar day.



- s) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- t) "End User" means the organization(s) where the goods will be used as named in the SCC.
- u) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics in purpose or utility from its components.
- v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party which makes a party's performance of its obligations hereunder impossible: or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation' or any other action by Government agencies.
- w) "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.
- x) The Supplier's Bid is the completed Bid document submitted by the Supplier to the National Bank of Pakistan.

## 2. Application and interpretation

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2. The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Form of Contract,
- 2) Special Conditions of Contract,
- 3) General Conditions of Contract,
- 4) Letter of Acceptance,
- 5) Certificate of Contract Commencement
- 6) Specifications
- 7) Contractor's Bid,
- 8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.



<p><b>3. Conditions Precedent</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: - a) Submission of performance Security (or guarantee in the form specified in the SCC;</p>
<p><b>4. Governing Language</b></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><b>5. Applicable Law</b></p>	<p>5.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan.</p>
<p><b>6. Country of Origin</b></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>



**10. Performance Guarantee**

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.

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.

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

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.



**11. Inspections and Tests**

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.

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.

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.

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.

11.5. Nothing in GCC Clause 10, shall in any way release the Supplier from any warranty or other obligations under this Contract.

**12. Packing**

12.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

12.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the National Bank of Pakistan.



<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> <ul style="list-style-type: none"><li>(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</li><li>(b) in the event of termination of production of the parts:<ul style="list-style-type: none"><li>(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</li><li>(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.</li></ul></li></ul>

<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>	<b>19.1.</b> 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:  (a) the place of delivery; and/or (b) Delivery schedule (c) the Services to be provided by the Supplier.
<b>20. Contract Amendments</b>	<b>20.1.</b> No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>21. Assignment</b>	<b>21.1.</b> 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.
<b>22. Sub-contracts</b>	<b>22.1.</b> Subcontracting under this contract is not permitted.
<b>23. Delays in the Supplier's Performance</b>	<b>23.1.</b> 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:  <b>23.2.</b> 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.



**25. Termination for Default**

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.

25.2. Fundamental breaches of Contract shall include, but shall not be limited to the following;

- a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the National Bank of Pakistan
- b) the Supplier fails to perform any other obligation(s) under the Contract;
- 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.
- d) the National Bank of Pakistan or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- 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
- 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

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.

**26. Termination for Force Majeure**

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.

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.



<b>27. Termination for Insolvency</b>	<b>27.1.</b> 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.
<b>28. Termination for Convenience</b>	<b>28.1.</b> 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.  <b>28.2.</b> 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: <b>(a)</b> to have any portion completed and delivered at the Contract terms and prices; and/or  <b>(b)</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.
<b>29. Resolution of Disputes</b>	<b>29.1.</b> 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.  <b>29.2.</b> 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.
<b>30. Procedure for Disputes Resolutions</b>	<b>30.1.</b> The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution name and in the place shown in the SCC.  <b>30.2.</b> 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.
<b>31. Replacement of Arbitrator</b>	<b>31.1.</b> 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.

<b>32. Limitation of Liability</b>	<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>
<b>33. Notices</b>	<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>
<b>34. Taxes and Duties</b>	<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 Pasni Branch Gwadar 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)

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

GCC 11.1— 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 (30) 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] of [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 "Supply & Installation of Air Conditioners for NBP Pasni Branch Gwadar Region"

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

Signature of Firm Authorized Signatory

### SPECIAL INSTRUCTIONS

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

S. No	Description
1	<p>Installation/ Commissioning</p> <p>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.</p>
2	<p>Standard &amp; Compliance</p> <p>Bidder must submit specification compliance in their bids, non-compliance (if any) against the product specification and general terms &amp; conditions of the Bid will lead to the disqualification of the bidder.</p>
3	<p>Support Services</p> <p>a. 24x7x365 Support Services excluding public holidays. b. Suppliers to have in-country spares/Technical support and ensure spares and technical support/Assistance.</p>
4	<p>Warranty Period</p> <p>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.</p>
5	<p>Liability of Supplier</p> <p>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.</p>
6	<p>Special Notes</p> <p>a. Additional requirements for the maintenance of equipment (if any) must be intimated by the supplier.</p>

